

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 06132
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**APPENDIX OF EXHIBITS TO  
DEFENDANT UNITED PARCEL SERVICE'S  
RULE 56.1 STATEMENT OF UNCONTESTED MATERIAL FACTS**

**(Part 1)**

Bast Declaration

Haefke Declaration

Snyder Declaration

Ziltz Declaration

Andreu Deposition Excerpts (Dep. Ex. 7)

DATED: January 7, 2008

UNITED PARCEL SERVICE, INC.

By: /s/ D. Scott Watson  
One of Its Attorneys

John A. Klages, #06196781  
D. Scott Watson, #06230488  
Gary R. Clark, #06271092  
Quarles & Brady LLP  
500 West Madison Street, Suite 3700  
Chicago, IL 60661-2511

**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that on January 7, 2008, a copy of the foregoing document was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Timothy J. Coffey  
The Coffey Law Office, P.C.  
1403 East Forest Avenue  
Wheaton, Illinois 60187  
Email: [tcofflaw@sbcglobal.net](mailto:tcofflaw@sbcglobal.net)

/s/ D. Scott Watson

**BAST DECLARATION**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 0473
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**DECLARATION OF CHERYL BAST**

I, Cheryl Bast, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I have been employed by UPS for seventeen years. In 2005, I was an Operations Management Specialist in the Aurora Center in UPS's Addition, Illinois facility.
2. Because of the need to satisfy customers about priority pick-ups, it is common for drivers to be told to "break off route" to handle a priority pick-up.
3. UPS package car drivers are expected to follow directions such as "break off route" like any other work-related instructions.
4. At no time on February 9, 2005 did I tell Andreu he could "forget about" the Bernina pick-up. I'm not aware of anyone who told him that and I'm not aware of any other supervisor who was aware of the situation.
5. At no time did Andreu claim to me that his alleged back condition or his potential claim for worker's compensation benefits because of his alleged back condition had anything to do with his initial refusal to follow instructions to "break off ASAP" his route to make the priority pick-up, or his dishonesty about the number

of deliveries he had left (claiming “about 60” when it was only 20) when he received those “break off route ASAP” instructions.

FURTHER DECLARANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 20, 2007

  
Cheryl Bast

**HAEFKE DECLARATION**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 0473
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**DECLARATION OF TOM HAEFKE**

I, Tom Haefke, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I have been employed by UPS since October 1, 1973. Since December, 2002, I have been the Labor Relations Manager for UPS's North Illinois District.
2. My duties as the District Labor Relations Manager include the interpretation and enforcement of the various relevant collective bargaining agreements.
3. At all relevant times, Jose Andreu's employment with UPS was governed by a collective bargaining agreement between UPS and Teamsters Local 705.
4. For most employee offenses which may result in termination of employment, the collective bargaining agreement between UPS and Local 705 provides a procedure for an employee to continue working until his status is resolved by UPS and the Union through the provided grievance procedure.
5. Usually, the Union files a grievance over an employee being put on "Notice of Termination" which initiates discussions between UPS and the Union to resolve the grievance.



6. When a UPS employee is put on notice of termination, the employee continues to work until the grievance process is completed (assuming a grievance is timely filed) or the employee again commits the same offense that resulted in the notice of termination.
7. In many instances, an employee on "Notice of Termination" is returned to work by an agreement of UPS and the Union after a grievance is filed on his/her behalf, with discipline such as an unpaid temporary suspension from work rather than a termination of employment.
8. If UPS and the Union do not agree on a lesser penalty at a lower level hearing, the normal practice is for the grievance to proceed to resolution, first at the joint Union-UPS Grievance Committee meeting (the Panel), and if not resolved there, possibly to arbitration by an outside arbitrator.
9. Snyder could have terminated Andreu immediately as Article 54 of the collective bargaining agreement between UPS and Local 705 lists "dishonesty" as a cardinal offense subject to termination on the first offense without need for progressive discipline.
10. The collective bargaining agreement requires that grievances challenging disciplinary action be filed with the Company within fifteen (15) days of the imposition of the disciplinary action. Attached as Exhibit A is a true and accurate copy of Article 7 of the current collective bargaining agreement between UPS and the Union.

11. If a grievance is not timely filed challenging a notice of termination, the normal procedure is for UPS to impose the discipline noticed shortly after the 15 day time limit for filing a grievance has passed.
12. Union Business Agent Ken Emmanuelson tried to get me to accept a grievance on Andreu's behalf after Andreu's termination, but I refused to accept it.
13. Teamsters Local 705 attempted several times to bring the Andreu matter before the joint UPS/Local 705 grievance panel, but I refused as there was no basis to bring it before the panel.
14. In order to put the matter to rest, I allowed Local 705 to put the Andreu matter on the agenda for the March 2006 joint UPS/Local 705 panel.
15. At the March 15, 2006 joint UPS/Local 705 grievance panel, UPS took the position that the grievance should be denied as it was not timely filed. The grievance was thereupon "deadlocked" by the grievance panel, meaning it was slated for hearing by an independent arbitrator, both as to the issue of untimely filing of the claimed grievance and, depending on how that issue was resolved, final adjudication by the arbitrator, pursuant to the parties' collective bargaining agreement.
16. An arbitration hearing to resolve the matter was scheduled for June 13, 2007, before Arbitrator Paul F. Gerhart, but was delayed at Andreu's request.
17. Prior to the circumstances involving Plaintiff Andreu, UPS had never allowed an untimely grievance over a "Notice of Termination" to go forward.
18. Depending on the severity of an employee's misbehavior problem, UPS at times issues a "Notice of Termination" with the expectation that, if a grievance is filed,

the employee may have his termination reduced to a warning or other discipline (such as a suspension without pay for a specific period of time) through negotiations with the Union.

19. Because of the need to satisfy customers about priority pick-ups, it is common for drivers to be told to "break off route" to handle a priority pick-up. Drivers are expected to follow these directions like any other work-related instructions.
20. The standard grievance form used by Local 705 has a place for a UPS manager's signature signifying he/she received a timely grievance.
21. The grievance the Union purported to submit on behalf of Andreu has no signature of a UPS manager in the appropriate place. A true and accurate copy of the grievance form is attached as Exhibit B.
22. UPS full-time supervisors such as David Ziltz do not have the authority to unilaterally discharge employees.

FURTHER DECLARANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 28, 2007

  
\_\_\_\_\_  
Tom Haefke

**EXHIBIT A**

# **TEAMSTER LOCAL 705 UNITED PARCEL SERVICE AGREEMENT**



**For the Period  
August 1, 2002 to July 31, 2008**

2. Trainers shall be paid a \$.50 per hour training premium for each hour spent training.

Drivers training helpers, in accordance with Supplemental Agreements, and two (2) on the car rides for the purpose of route knowledge shall not be entitled to the training premium.

3. The parties shall establish a National Training Committee. The Committee shall be empowered to hear and resolve any disputes that may arise over these issues. Unresolved disputes will be subject to the National Master Grievance Committee.

4. Each Supplemental area shall meet and agree or continue existing agreements on the details of the application of this agreement in their area in accordance with Supplemental language. Other issues left for resolution at this level include, but are not limited to, the minimum qualifications for trainers, if any, the number of hours to be worked by the trainer, and the application of Supplemental language concerning compensation for work performed in higher classifications. Disputes shall be resolved in accordance with paragraph 3.

5. Trainer selection and assignments to on the job training will be done in accordance with supplemental seniority provisions, providing the trainers have the necessary qualifications and skills for the job.

6. The training records that a Teamster represented trainer can be required to complete for drivers, are those previously agreed to by the parties. If the Employer wishes to amend these forms, it will first meet and agree with the National Training Committee. Such agreement will not be unreasonably withheld. No training record or verbal report by the trainer will be relied upon to discipline any employee or to evaluate any seniority employee's performance.

7. If a trainer is removed from the qualified list by the Employer, that employee and the Local Union shall have access to the grievance procedure. If the Union establishes that the removal was not for just cause, the grievant shall be reinstated.

8. No trainer shall be required to train in any method which violates the Collective Bargaining Agreement.

9. Teamster represented trainers will not be permitted to perform or recommend disciplinary action.

10. Teamster represented trainers will not be required to make decisions or recommendations regarding the attainment of seniority, by their trainees. The decision as to whether a trainee attains seniority will be made solely by UPS management.

11. Employees to be retrained, after qualifying in their classification, and seniority employees scheduled for safety rides, may request that a non-bargaining unit employee perform that training, in lieu of a Teamster represented trainer. Such requests will be honored.

12. Trainers will not be held liable for auto accidents incurred by the trainee.

#### ARTICLE 7. LOCAL AND AREA GRIEVANCE MACHINERY

Except in cases involving cardinal infractions, as outlined in Article 54 of this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure. The Union agrees it will not unreasonably delay the processing of such cases.

##### Section 1.

Differences between the Employer and the Union as to the application or interpretation of any of the provisions of this Agreement, including the question of whether an employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedure.

1. a) The Employee shall discuss any issues or complaints with a supervisor.  
b) The Union Steward or Business Agent shall discuss any issues or complaints with the appropriate supervisor or manager.
2. If the Employee's issue or complaint is not resolved in step 1(a), the Employee shall discuss the issue or complaint with his/her steward and the appropriate supervisor or manager.
3. If the parties fail to agree on the dispute or issue the steward shall promptly submit a written grievance to the Employer with a copy to the Business Agent within thirty (30) calendar days of the occurrence or knowledge of the occurrence. Grievances relating solely to discharge or discipline shall be filed within fifteen (15) calendar days of the notice of discipline.
4. Failure to follow the above procedure may result in the dismissal of the grievance.
5. Unresolved grievances may be submitted to the 705/UPS Grievance Committee. The 705/UPS Grievance Committee shall consist of an equal number of members selected by the Employer and the Union.
6. Failure to achieve a resolution resulting in a deadlock at the 705/UPS Grievance Committee may result in the grievance being submitted to arbitration by the Union.



### Section 3.

The legal recourse reserved to the Union in this Agreement shall be cumulative with and not exclusive of any other remedy, economic or legal, available to it. The Union may (in addition to pursuing other remedies) sue the Employer in the Union's own behalf or in behalf of any aggrieved employee for specific performance of this Agreement, injunctive relief, recovery of dues, wages, vacations or other benefits or any other legal redress, and the Employer hereby expressly waives the right to object to the Union being party plaintiff in such an action. In pursuing the aforesaid legal remedies, the Union shall have the right to recover all reasonable costs and attorney's fees.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievants and a copy of the same sent to the Local Union for their records. Such settlements shall be paid within ten (10) working days of settlement.

### ARTICLE 8. NATIONAL GRIEVANCE PROCEDURE

#### Section 1.

All grievances and/or questions of interpretation arising under the provisions of this National Master Agreement shall be resolved in the following manner:

Deadlocked cases involving only National Master language may be submitted to the National Master Panel for decisions. Those deadlocked cases which cannot be decided by a lower panel because of disagreement over the interpretation of National Master language may be submitted to the Master Panel for interpretation. Requests for interpretations with no factual case to be decided will be heard by the Master Panel by mutual agreement of the Co-Chairpersons. Interpretations rendered on factual cases by the National Grievance Committee will be sent back to the lower panel to be used to resolve the factual case.

The Committee shall be composed of an equal number of Employer and Union representatives. The National Grievance Committee shall meet upon call of the Chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves any dispute by a majority vote of those present and voting, such decision shall be final and binding upon all parties.

7. Notwithstanding the forgoing, any case deadlocked by the 705/UPS Grievance Committee that involves the application or interpretation of language that is the same as in the National Master Agreement shall be submitted to the appropriate National Grievance Committee for resolution upon approval of the 705/UPS Grievance Committee Chairs.

8. The Union shall have up to sixty (60) calendar days to notify the Company by letter or other mutually agreeable means of its intent to arbitrate.

9. The Company and the Union shall select from a list of five (5) names to be furnished by the Federal Mediation and Conciliation Service or American Arbitration Association, at the Union's request, from which list the Employer and the Union shall each strike two (2) different names, and the person whose name remains shall be designated as the arbitrator.

10. The fees and expenses of the arbitration shall be borne by the loser.

All decisions of the 705/UPS Grievance Committee and or arbitrator shall be final and no strike or lockout shall occur except as is hereinafter provided. Nothing herein shall authorize the arbitrator to alter the terms and conditions of the agreement or make a new Agreement.

Upon failure of the Employer to meet with the Union to adjust a grievance when requested to do so, or to appoint members of the Grievance Committee or to strike names from the list, or failure to comply with any final decision, then the Principal Officer or his / her designee and the Company Regional Labor Relations Manager or his / her designee shall meet within seventy-two (72) hours to attempt to resolve the dispute. Failing to agree, the Union at its discretion shall be permitted all legal and economic recourse (including the right to strike) in support or enforcement of its demands notwithstanding anything to the contrary contained in this Agreement. The action taken by the Union in recourse or enforcement of its right shall not be arbitrable nor reviewable by any tribunal. Grievance and arbitration proceedings on behalf of an employee respecting his/her grievance may be invoked by the Union when in their opinion they deem it justified.

#### Section 2.

Should a Certified Public Accountant designated by the Union certify in writing specifically that the Employer is violating the wage scale, hours of work, vacations, applicable Health and Welfare provisions or Pension provisions or working conditions or other terms or conditions of employment based upon the payroll records, time cards and/or sheets, audited by him, or if Employer refuses to produce such records for audit as provided in this Agreement, then the grievance procedure shall have no application to such facts and circumstances and the Union shall be permitted all legal and economic recourse including the right to strike notwithstanding anything to the contrary contained in this Agreement.



**EXHIBIT B**

# TEAMSTERS LOCAL UNION N<sup>o</sup> 705 GRIEVANCE FORM GRIEVANCE N<sup>o</sup> 11462

PLEASE USE A BALL POINT PEN AND PRESS FIRMLY

FOR OFFICE USE ONLY			
Case No.			
YEAR	MONTH	EMPLOYEE#	GRIEVANCE#
ISSUE: (Check One)		Discharge/Discipline <input type="checkbox"/>	Past Practice <input type="checkbox"/>
		Contract Issue <input type="checkbox"/>	Other <input type="checkbox"/>

GRIEVANT TO COMPLETE	
CONTRACT:	UPS / 705
VIOLATION OF:	
PRINCIPAL ARTICLE:	34/1
SECTION:	

Grievant's Name: (Print)	Jose Andreu			Employer and Terminal:	UPS Addison (Addison Park)		
Soc. Sec. No.	1956			Employer Contact:	Kerry [unclear]		
Address:	7831 W. Roscher			Job Title:	Driver		
City, St., Zip	Chicago, IL 60656			Steward:	Treadwell		
Phone: Home (708) 254-5862				Union Rep:	K. Engquist		
Work: (773) 631-2306 Cell				Date:	2/10/05		

## INSTRUCTIONS

1. Completed grievance forms should be forwarded to and processed by the Steward or Union Rep. (Use Additional Sheets If Necessary)
2. Statement of the grievance should be clear and understandable.

CHECK ONE ☒ STATEMENT OF GRIEVANCE ☐ REBUTTAL TO A WARNING LETTER

The Employer has violated Article(s) 54/1 Section(s) 2/19/05  
 and all relevant past practices and any and all other applicable articles of the contract when on 2/19/05  
~~put Jose on Notice of termination due to his not working~~  
as directed and being dishonest when asked about doing a post  
and how many stops he had left and what time he would be  
in.

## RESOLUTION REQUIRED.

That the contract be enforced, all affected parties be made whole, and Jose is to be put in file as a  
vehicle working and nothing in his file in writing

Grievance	Date	Disposition	Union Rep. Signature	Employer Rep. Signature
Step 1	2/10/05	Met with Kerry, Jose put on notice of termination pending investigation	Treadwell	
Step 2				
Step 3				
Step 4				
Step 5				

## RESOLUTION OF GRIEVANCE.

For the Union \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) For the Employer: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Please Print

LOCAL 705 COPY

Andreu EXHIBIT 9  
 FOR I.D. 8/28/07 12AM

UPS 0128

**SNYDER DECLARATION**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 0473
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**DECLARATION OF KERRY SNYDER**

I, Kerry Snyder, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I have been employed by UPS since 1984. In 2005, I was the Business Manager for the Aurora Center in UPS's Addison, Illinois facility.
2. Because of the need to satisfy customers about priority pick-ups, it is common for drivers to be told to "break off route" to handle a priority pick-up.
3. UPS package car drivers are expected to follow directions such as "break off route" like any other work-related instructions.
4. At no time did Andreu claim to me that his alleged back condition or his potential claim for worker's compensation because of his back condition had anything to do with his initial refusal to follow instructions to "break off ASAP" his route to make the priority pick-up, or his dishonesty about the number of deliveries he had left (claiming he had "about 60" when it was only 20) when he received those "break off route ASAP" instructions.

FURTHER DECLARANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 20<sup>TH</sup>, 2007

  
Kerry Snyder

**ZILTZ DECLARATION**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOSE ANDREU,	)	
	)	
Plaintiff,	)	
	)	Case No. 07 C 0473
v.	)	
	)	Judge Der-Yeghiayan
UNITED PARCEL SERVICE, INC.,	)	
	)	
Defendant.	)	

**DECLARATION OF DAVID ZILTZ**

I, David Ziltz, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I have been employed by UPS since 1984. In 2005 I was a full-time On-Car Supervisor in the Aurora Center in UPS's Addison, Illinois facility.
2. Andreu did not claim that doing his Next Day Air deliveries on January 24, 2005 made him uncomfortable.
3. Because of the need to satisfy customers about priority pick-ups, it is common for drivers to be told to "break off route" to handle a priority pick-up.
4. UPS package car drivers are expected to follow directions like "break off route" like any other work-related directions.
5. At no time on February 9, 2005 did I tell Andreu to "forget about" the Bernina pick-up nor do I know of anyone else who did or of another supervisor who knew about the situation.
6. At no time did Andreu claim that his alleged back condition or his potential claim for worker's compensation because of his alleged back condition had anything to

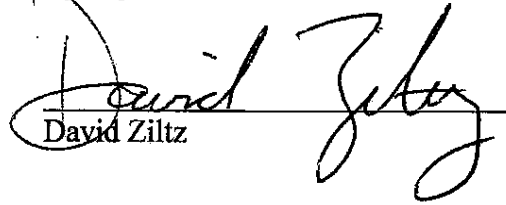
do with his initial refusal to follow instructions to “break off ASAP” his route to make the priority pick-up, or his untruthfulness about the number of deliveries he had left (claiming “about 60” when it was only 20) when he received those “break off route ASAP” instructions.



FURTHER DECLARANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 20, 2007

  
David Ziltz

**ANDREU DEPOSITION EXCERPTS (DEP. EX. 7)**

Page 1	Page 3
<p>1 IN THE UNITED STATES DISTRICT COURT 2 NORTHERN DISTRICT OF ILLINOIS 3 EASTERN DIVISION 4 JOSE ANDREU, ) 5 Plaintiff, ) 6 -vs- ) No. 07 C 00473 7 UNITED PARCEL SERVICE, INC., ) 8 Defendant. ) 9 10 The deposition of JOSE ANDREU, called for 11 examination, taken pursuant to the Federal Rules 12 of Civil Procedure of the United States District 13 Courts pertaining to the taking of depositions, 14 taken before ZONA B. MILLER, a Notary Public 15 within and for the County of Lake, State of 16 Illinois, and a Certified Shorthand Reporter of 17 said state, at Suite 3700, 500 West Madison 18 Street, Chicago, Illinois, on the 28th day of 19 August, A.D. 2007, at 10:00 a.m. 20 21 22 23 24</p>	<p>1 (WHEREUPON, the witness was duly 2 sworn.) 3 MR. WATSON: This is the deposition of 4 Jose Andreu taken pursuant to the Federal Rules of 5 Civil Procedure and in accordance with the notice 6 of deposition issued to counsel of record. 7 JOSE ANDREU, 8 called as a witness herein, having been first duly 9 sworn, was examined and testified as follows: 10 EXAMINATION 11 BY MR. WATSON: 12 Q. Mr. Andreu, we have met. My name is 13 Scott Watson, the attorney for UPS. I'm going to 14 be asking you some questions today. And I always 15 like to start with some introductory questions 16 just to sort of set some ground rules for the 17 deposition. 18 Have you ever given a deposition 19 before? 20 A. No. 21 Q. I know you've seen several as part of 22 this case. But just so everything is clear to 23 you, will you wait until each question is 24 completed before you give your response, okay?</p>
Page 2	Page 4
<p>1 PRESENT: 2 THE COFFEY LAW OFFICE, P.C., 3 (1403 East Forest Avenue, 4 Wheaton, Illinois 60187, 5 630-534-6300), by: 6 MR. TIMOTHY J. COFFEY, 7 appeared on behalf of the Plaintiff; 8 9 QUARLES &amp; BRADY, 10 (Citicorp Center, 11 500 West Madison Street, Suite 3700, 12 Chicago, Illinois 60661), by: 13 MR. D. SCOTT WATSON, 14 appeared on behalf of the Defendant. 15 16 17 18 19 20 21 22 23 REPORTED BY: ZONA B. MILLER, C.S.R. 24 CERTIFICATE NO. 84-0428.</p>	<p>1 A. Okay. 2 Q. And will you give your responses out 3 loud as opposed to a nod of the head or a shrug of 4 the shoulders or some other gesture? 5 A. Okay. 6 Q. And we'd like that because our court 7 reporter can't write a shake of the head, a shrug 8 of the shoulders. 9 A. I understand. 10 Q. Thank you. If your answer to a 11 question is yes or no, will you say yes or no as 12 opposed to uh-huh or uh-uh or something like that? 13 A. Yes. 14 Q. And again, it just makes it easier on 15 our court reporter. 16 A. Okay. 17 Q. If I ask a question or use words you 18 don't understand, will you let me know? 19 A. Yes. 20 Q. And I'll be glad to rephrase or restate 21 a question. But you do understand if you answer a 22 question, it's going to be assumed that you 23 understood the question. Do you understand that? 24 A. Okay.</p>

CONFIDENTIAL

Page 9	Page 11
<p>1 there, if you remember?</p> <p>2 A. I remember moving in 1991, went to</p> <p>3 Wells Fargo.</p> <p>4 Q. Wells Fargo, which branch or facility?</p> <p>5 A. It was right here on Madison. I can't</p> <p>6 remember the address, but Racine and Madison,</p> <p>7 right on the corner. And I was a driver guard.</p> <p>8 Q. You were what, sir?</p> <p>9 A. Driver guard.</p> <p>10 Q. Driver guard?</p> <p>11 A. Hm-hmm. Yes.</p> <p>12 Q. That started in 1991, you believe?</p> <p>13 A. Yes.</p> <p>14 Q. Until when?</p> <p>15 A. I was there 'til 2000, I think.</p> <p>16 Q. What was your next non-UPS position?</p> <p>17 A. Bedford Motors.</p> <p>18 Q. What did you do at Bedford Motors, sir?</p> <p>19 A. I was a truck driver.</p> <p>20 Q. And you worked at Bedford Motors from</p> <p>21 when to when?</p> <p>22 A. 'Til '03.</p> <p>23 Q. Did you start there in 2000 when you</p> <p>24 left Wells Fargo?</p>	<p>1 your attorney to initiate this action?</p> <p>2 A. Yes.</p> <p>3 Q. Did you review this with your attorney</p> <p>4 before responding to the court?</p> <p>5 A. Yes.</p> <p>6 Q. If I could ask you to turn to the</p> <p>7 second page in Paragraph 7, according to Paragraph</p> <p>8 7 of your complaint, you began working for UPS in</p> <p>9 1996, is that correct?</p> <p>10 A. Yes.</p> <p>11 Q. Kind of as we did a moment ago with the</p> <p>12 positions you had outside of UPS, I'd like to ask</p> <p>13 you about the different positions you had within</p> <p>14 UPS from 1996 until your termination in 2005.</p> <p>15 What was your first job with UPS?</p> <p>16 A. Loading --</p> <p>17 Q. Were you --</p> <p>18 A. -- on the air dock.</p> <p>19 Q. Was that a part-time position, sir?</p> <p>20 A. Yes.</p> <p>21 Q. And was it a unionized position? Were</p> <p>22 you a member of Teamsters Local 705?</p> <p>23 A. Yes.</p> <p>24 Q. And how long were you a loader on the</p>
Page 10	Page 12
<p>1 A. Not right away.</p> <p>2 Q. Were either of the positions at Wells</p> <p>3 Fargo or Bedford Motors, were they unionized</p> <p>4 positions?</p> <p>5 A. No.</p> <p>6 Q. After Bedford Motors, sir, what was</p> <p>7 your next non-UPS position?</p> <p>8 A. That's it.</p> <p>9 Q. That's it?</p> <p>10 MR. WATSON: I'll ask this be marked Andreu</p> <p>11 Exhibit 1.</p> <p>12 (WHEREUPON, a certain document was</p> <p>13 marked Andreu Deposition Exhibit No.</p> <p>14 1, for identification, as of</p> <p>15 8/28/07.)</p> <p>16 BY MR. WATSON:</p> <p>17 Q. I'll ask you to take a look at that.</p> <p>18 And my first question simply is going to be do you</p> <p>19 recognize it?</p> <p>20 A. Yes.</p> <p>21 Q. What is this document, sir?</p> <p>22 A. I don't know how to describe.</p> <p>23 Q. Let me just, hopefully, make it simple.</p> <p>24 Is this the complaint that was filed by you and</p>	<p>1 air dock, sir?</p> <p>2 A. Two months.</p> <p>3 Q. What was your next position?</p> <p>4 A. Air driver.</p> <p>5 Q. Was that also a part-time position?</p> <p>6 A. Yes.</p> <p>7 Q. And that was also a unionized position,</p> <p>8 correct?</p> <p>9 A. Yes.</p> <p>10 Q. And how long were you an air driver?</p> <p>11 A. 'Til I went full time in '03.</p> <p>12 Q. So from sometime in 1996 until '03,</p> <p>13 approximately seven years?</p> <p>14 A. Yes.</p> <p>15 Q. What did you do as an air driver?</p> <p>16 A. Delivery of package early morning.</p> <p>17 Q. When you say you were an air driver and</p> <p>18 delivered early morning, were these the next-day</p> <p>19 air packages that UPS delivers?</p> <p>20 A. Yes.</p> <p>21 Q. You said a moment ago that you became</p> <p>22 full time in 2003. In what position, sir?</p> <p>23 A. Package car driver.</p> <p>24 Q. And was that the position you had</p>

3 (Pages 9 to 12)

<p style="text-align: right;">Page 13</p> <p>1 throughout the remainder of your employment with 2 UPS? 3 A. Yes. 4 Q. Let me go back very briefly to when you 5 were a loader on the air dock. When you were an 6 air driver, were you assigned to a particular 7 center or area of the facility? 8 A. That center is separate from the other 9 centers. It's called the Air Center. 10 Q. Do you remember who the center manager 11 was at the Air Center -- or I probably should say 12 center managers during the time you were an air 13 driver? 14 A. No, sir. 15 Q. How about any of your full-time 16 supervisors? 17 A. Ginger. I don't know last name. I 18 can't remember last name. 19 Q. Anybody else? 20 A. No. 21 Q. Then you became a full-time package car 22 driver in 2003. Were you assigned to a center 23 then? 24 A. Yes.</p>	<p style="text-align: right;">Page 15</p> <p>1 document we're going to use throughout the 2 deposition. But I'm going to show you what we'll 3 mark as Andreu Exhibit 2. 4 (WHEREUPON, a certain document was 5 marked Andreu Deposition 6 Exhibit No. 2, for 7 identification, as of 8/28/07.) 8 BY MR. WATSON: 9 Q. Mr. Andreu, I've handed you Andreu 10 Exhibit 2. Do you recognize this document, sir? 11 A. Yes. 12 Q. And what is this? 13 A. Honesty In Employment. 14 Q. Is this UPS' Honesty In Employment 15 policy, if you know? 16 A. I don't know. 17 Q. There at the bottom of this document -- 18 well, strike that. 19 It does say Honesty In Employment at 20 the top, correct? 21 A. Yes. 22 Q. Do you have any reason to believe it's 23 not UPS' Honesty In Employment policy? 24 A. No.</p>
<p style="text-align: right;">Page 14</p> <p>1 Q. And which center, sir? 2 A. The Aurora Center. 3 Q. The Aurora Center? 4 Now, when you worked as a loader, did 5 that involve moving packages? 6 A. Yes. 7 Q. Loading packages. Did you load them 8 into the brown package cars? 9 A. Containers. 10 Q. In the containers? 11 A. Yes. 12 Q. Oh, yeah. That's right. You were on 13 the air dock, correct? 14 A. Yes. 15 Q. Did you receive training at UPS in how 16 to safely handle those packages? 17 A. Yes. 18 Q. Is that the only time you received 19 training in safely handling packages is when you 20 were working on the air dock in 1996 or did you 21 receive that kind of training from time to time? 22 A. From time to time. 23 Q. If you would, Mr. Andreu, keep the 24 complaint in front of you because that's the</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Now, at the bottom of this document, 2 sir, there's a line that says Employee's 3 Signature, and it looks like a signature above 4 that. Is that your signature? 5 A. Yes. 6 Q. And to the left of the signature 7 there's a section for the date, and it says 8 09/16/96. Do you see that, sir? 9 A. Yes. 10 Q. Do you believe that you signed this 11 document on or about that date? 12 A. Yes. 13 Q. Sir, if you would look at Paragraph 8 14 of your complaint, I think you've already stated 15 this in your testimony, but it basically says 16 starting in 2003 you began working the position of 17 package car driver, correct? 18 A. Yes. 19 Q. And you've already testified that prior 20 to becoming a package car driver you were an air 21 driver. What's the primary difference between the 22 two, air driver and package car driver? 23 A. Part time -- one was part time, one was 24 full time.</p>

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1 Q. The air driver position was part time?  
 2 A. Part time.  
 3 Q. Were there any other differences?  
 4 A. With part time, you work four or five  
 5 hours. You delivering 10 or 20 stops. Full time  
 6 you delivering a lot more than that. You work  
 7 full day.  
 8 Q. Were there any other differences  
 9 between the air driver position and the package  
 10 car position?  
 11 A. The hours. I used to start at 8:00  
 12 'til whatever.  
 13 Q. Was that as an air driver?  
 14 A. And full time. Air driver I start five  
 15 in the morning, sometimes 'til nine in the  
 16 morning.  
 17 Q. Was there any difference in the vehicle  
 18 that you drove?  
 19 A. Bigger truck.  
 20 Q. Which one had the bigger truck?  
 21 A. Full time. Totally different.  
 22 Q. The positions were totally different?  
 23 A. Totally different.  
 24 Q. Did you use a DIAD as an air driver?

1 Q. So that the hourly rate was higher?  
 2 A. Not right away. I waited two years to  
 3 get a raise.  
 4 Q. The wages for both the air driver  
 5 position and the package car driver position are  
 6 set by the Collective Bargaining Agreement,  
 7 correct?  
 8 A. Can you repeat the question?  
 9 Q. Sure. I'll just ask a couple of  
 10 lead-up questions.  
 11 You were a member of the Teamsters  
 12 Local Union 705 when you worked for UPS, correct?  
 13 A. Yes.  
 14 Q. And that union represented you and  
 15 other people who worked at UPS, is that correct?  
 16 A. Yes.  
 17 Q. Was there a Collective Bargaining  
 18 Agreement, a contract between the Teamsters and  
 19 UPS, if you know?  
 20 A. I guess.  
 21 Q. Have you ever seen a copy of the  
 22 Collective Bargaining Agreement that was in effect  
 23 while you worked at UPS?  
 24 A. Yes.

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1 A. Yes.  
 2 Q. And were there differences in the type  
 3 of packages that were delivered?  
 4 A. The air driver, mostly envelopes and  
 5 small packages. Full time delivering all kinds of  
 6 packages; small, big, over a hundred pounds.  
 7 Q. Was this considered a promotion to go  
 8 from part-time air driver to full-time package car  
 9 driver?  
 10 MR. COFFEY: I'll just object to the form of  
 11 the question.  
 12 You can answer if you can.  
 13 BY THE WITNESS:  
 14 A. When I went to UPS, I went to them  
 15 with -- wanted to work there forever, get a  
 16 full-time to support my family. And I waited  
 17 seven years to go full time. So I don't know if  
 18 it's considered a promotion or just I wait for my  
 19 time to go full time.  
 20 Q. Okay. Well, you went from a part-time  
 21 position to a full-time position, correct?  
 22 A. Yes.  
 23 Q. Was it more money on an hourly basis?  
 24 A. Yes.

1 Q. Do you know if that contract actually  
 2 set the hourly rates for the various positions of  
 3 the people that Local 705 represented?  
 4 A. Yes.  
 5 Q. And do you believe or have reason to  
 6 believe that that contract set the position, set  
 7 the hourly rate for you when you were an air  
 8 driver?  
 9 A. Yes.  
 10 Q. And also when you were a package car  
 11 driver?  
 12 A. Yes.  
 13 Q. You couldn't -- strike that.  
 14 You didn't negotiate your own hourly  
 15 rate with UPS, did you?  
 16 A. No.  
 17 Q. And you said a moment ago, Mr. Andreu,  
 18 that you waited seven years for your time. Were  
 19 there any -- strike that.  
 20 Let me ask you this. How did you go  
 21 from air driver to package car driver? What was  
 22 the process?  
 23 A. I remember Alex was the boss at the air  
 24 dock. And he asked me do I want to go driving,

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1 understanding you.  
 2 BY THE WITNESS:  
 3 A. They called it five seeing habits.  
 4 BY MR. WATSON:  
 5 Q. Five seeing habits?  
 6 A. Yes.  
 7 Q. Anything else?  
 8 A. I don't remember.  
 9 Q. Did you receive any additional training  
 10 at this point in time about the handling of  
 11 packages in addition to just how to make a  
 12 delivery?  
 13 A. Don't remember.  
 14 Q. Now, when you became a UPS package car  
 15 driver, you were what's known as a swing or a  
 16 vacation driver, is that correct?  
 17 A. Yes.  
 18 Q. What term do you use? I've heard both.  
 19 A. Both.  
 20 Q. You've heard both, too?  
 21 A. Yes.  
 22 Q. I just want us to be consistent. What  
 23 is a swing or a vacation driver at UPS?  
 24 A. Somebody call in sick and you cover

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1 their route. Somebody goes on vacation, the swing  
 2 driver covers their route.  
 3 Q. Or somebody is on some other kind of  
 4 leave, correct?  
 5 A. Yes.  
 6 Q. So as a swing or vacation driver, you  
 7 did not have a regular route that you drove every  
 8 day, is that correct?  
 9 A. Yes.  
 10 Q. And just so we're clear, yes as in you  
 11 did not have a regular route?  
 12 A. I did not have a regular route.  
 13 Q. Thank you.  
 14 In fact, drivers who do have an  
 15 everyday route, those are known as -- strike that.  
 16 Drivers that do have a daily route,  
 17 they bid for that route based on seniority, is  
 18 that correct?  
 19 A. Yes.  
 20 Q. Once you became a package car driver,  
 21 did you usually drive five days a week?  
 22 A. Yes.  
 23 Q. What would you do if you didn't  
 24 drive -- well, strike that.

1 Was there ever a time when you -- there  
 2 wasn't a route for you to drive?  
 3 A. Not that I remember.  
 4 Q. During the time that you were a UPS  
 5 package car driver, Mr. Andreu, or as a swing  
 6 driver, how would you find out -- you drove every  
 7 day. How would you find out what route you were  
 8 driving every day?  
 9 A. In the morning you show up and  
 10 sometimes they tell you right away, sometimes you  
 11 waited by the waiting room, and they go and get  
 12 you and say you going to do this route.  
 13 Q. And that route could change literally  
 14 on a daily basis?  
 15 A. Yes.  
 16 Q. If you recall, how many routes were  
 17 there, regular routes in the Aurora Center during  
 18 the time you worked there?  
 19 A. Can you repeat the question?  
 20 Q. Sure. I apologize. I didn't say that  
 21 very well.  
 22 How many total routes were there in the  
 23 Aurora Center during the time that you worked  
 24 there, if you recall? And it can be an

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1 approximation.  
 2 A. No idea.  
 3 Q. No idea? How about this question? Do  
 4 you have any idea how many different routes you  
 5 yourself drove?  
 6 A. About 20.  
 7 Q. Was there any person in particular who  
 8 would tell you what route you were going to drive  
 9 or did that change on a daily basis, also?  
 10 A. When I first started, it was  
 11 Steve Morenzi.  
 12 Q. And what was -- Morenzi?  
 13 A. Steve Morenzi.  
 14 Q. What was his position?  
 15 A. Supervisor.  
 16 Q. You said that is the person who told  
 17 you when you first started. Did that change?  
 18 A. Yes.  
 19 Q. Who did it change to, sir?  
 20 A. Can you repeat the question?  
 21 Q. Sure. I just wanted to know who would  
 22 tell you what route to take.  
 23 A. Mr. Ziltz.  
 24 Q. I'm sorry?

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<p>1 A. I'm not sure.</p> <p>2 Q. What were your duties as a UPS package</p> <p>3 car driver?</p> <p>4 A. My duties were delivering packages and</p> <p>5 pick up packages.</p> <p>6 Q. Anything else?</p> <p>7 A. Not that I remember.</p> <p>8 Q. That's basically what UPS as a company</p> <p>9 does, correct; it delivers packages and it picks</p> <p>10 up packages?</p> <p>11 A. Yes.</p> <p>12 Q. And if you know, this is a service that</p> <p>13 UPS provides?</p> <p>14 A. Can you repeat the question, please?</p> <p>15 Q. Sure. And if you know, this is the</p> <p>16 service that UPS provides, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And UPS charges its customers for that</p> <p>19 service?</p> <p>20 A. Yes.</p> <p>21 Q. When you were a package car driver in</p> <p>22 the Aurora Center, let's talk about what a normal</p> <p>23 day would be. About what time did you start in</p> <p>24 the morning?</p>	<p>1 Mr. Ziltz or Melissa Del Dotto, what would happen</p> <p>2 next?</p> <p>3 A. Once they assign the route, I go and</p> <p>4 set up the next-day airs, that they have to be</p> <p>5 delivered before 10:00, set those up, get them</p> <p>6 ready for delivery.</p> <p>7 Q. What do you mean by set them up?</p> <p>8 A. By stop. Look at the map, see which</p> <p>9 stop I was going to make first, which one was the</p> <p>10 first stop, next stop and on and on.</p> <p>11 Q. And where would you find these next-day</p> <p>12 airs that you had to set up?</p> <p>13 A. Right next to the truck. They assign</p> <p>14 you a route, they give you a truck number.</p> <p>15 Q. So you would go to the vehicle that you</p> <p>16 were to drive that day and you would set up your</p> <p>17 next-day airs?</p> <p>18 A. Yes.</p> <p>19 Q. And by set them up, basically look at</p> <p>20 the map and put them in the order that you're</p> <p>21 going to deliver them?</p> <p>22 A. Yes.</p> <p>23 Q. What would you do next?</p> <p>24 A. When they -- they tell us we can leave</p>
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<p>1 A. 8:00.</p> <p>2 Q. What would be the first thing that you</p> <p>3 would do?</p> <p>4 A. Ask what route I was going to do.</p> <p>5 Q. And would you -- when you first started</p> <p>6 would you initially ask Steve Morenzi that?</p> <p>7 A. Yes.</p> <p>8 Q. And then later you would later ask</p> <p>9 Dave Ziltz?</p> <p>10 A. Yes.</p> <p>11 Q. Was there anybody else you would ask</p> <p>12 about your route?</p> <p>13 A. Sometimes Melissa --</p> <p>14 Q. Del Dotto?</p> <p>15 A. Yes.</p> <p>16 Q. This is a question I should have asked</p> <p>17 you a little while ago, and I didn't.</p> <p>18 As a vacation or swing driver that was</p> <p>19 assigned to a particular driver group, did you</p> <p>20 ever drive routes that were generally part of the</p> <p>21 other driver groups?</p> <p>22 A. Yes.</p> <p>23 Q. So you start work at eight, you ask</p> <p>24 what route you're going to do, either Mr. Morenzi,</p>	<p>1 when they were done loading the trucks. We go and</p> <p>2 start making deliveries.</p> <p>3 Q. So you couldn't leave until you were</p> <p>4 released?</p> <p>5 A. Yes.</p> <p>6 Q. I know that probably changed timewise.</p> <p>7 A. Every day.</p> <p>8 Q. About when?</p> <p>9 A. 8:45, 9:00.</p> <p>10 Q. And after leaving the facility, what</p> <p>11 would you do?</p> <p>12 A. Start making deliveries.</p> <p>13 Q. And would you deliver the next-day airs</p> <p>14 first?</p> <p>15 A. Always.</p> <p>16 Q. And I think you said those had to be</p> <p>17 delivered by, is it 10:30?</p> <p>18 A. Before 10:30.</p> <p>19 Q. Before 10:30. So you would start with</p> <p>20 the next-day air packages?</p> <p>21 A. First, yes.</p> <p>22 Q. After delivering the next-day air</p> <p>23 packages, what would you do?</p> <p>24 A. Go on the truck and set up my first 20</p>



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<p>1 when Mr. Mendez was injured?</p> <p>2 A. No.</p> <p>3 Q. Do you remember how Mr. Mendez was</p> <p>4 injured?</p> <p>5 A. No.</p> <p>6 Q. Do you remember if Mr. Mendez was</p> <p>7 working at UPS in March of 2005?</p> <p>8 A. Yes.</p> <p>9 Q. Did you see him at work around that</p> <p>10 time?</p> <p>11 A. Yes.</p> <p>12 Q. Had he been injured prior to that?</p> <p>13 A. Yes.</p> <p>14 Q. When he was injured, did he actually</p> <p>15 miss work?</p> <p>16 A. I don't know.</p> <p>17 Q. I think I asked this, but I can't</p> <p>18 remember for sure. Do you remember how Mr. Mendez</p> <p>19 injured himself?</p> <p>20 A. No, I don't.</p> <p>21 Q. Back to your complaint for a moment,</p> <p>22 Mr. Andreu. You claim in Paragraph 9 of your</p> <p>23 complaint that you injured your back on</p> <p>24 January 24 -- I'll start over.</p>	<p>1 I got the message saying that pull over and wait</p> <p>2 because I was going to get transferred to Route</p> <p>3 59.</p> <p>4 Q. Okay. So you were told initially you</p> <p>5 were going to go the Geneva route?</p> <p>6 A. In the morning.</p> <p>7 Q. You prepared for that route. You set</p> <p>8 up the next-day airs, that kind of thing?</p> <p>9 A. Yes.</p> <p>10 Q. And you were driving towards the route</p> <p>11 when you got the message to pull over and wait,</p> <p>12 you were being transferred to another route?</p> <p>13 A. Yes.</p> <p>14 Q. Who contacted you and told you to pull</p> <p>15 over?</p> <p>16 A. I don't know.</p> <p>17 Q. How did you get the message?</p> <p>18 A. Through the DIAD board.</p> <p>19 Q. Now, I'd asked you a moment ago to</p> <p>20 describe the Geneva route. And I think you said</p> <p>21 it was part of South Geneva. Was it an industrial</p> <p>22 route, a residential route, a combination?</p> <p>23 A. Combination.</p> <p>24 Q. Combination of what, sir?</p>
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<p>1 You claim in Paragraph 9 of your</p> <p>2 complaint that you injured your back on</p> <p>3 January 24, 2005, is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. I'd like to go through that day, if we</p> <p>6 could. Do you remember what time you arrived at</p> <p>7 work that day?</p> <p>8 A. Around 7:30.</p> <p>9 Q. And was that your regular arrival</p> <p>10 time?</p> <p>11 A. Yes.</p> <p>12 Q. And were you assigned a route that day?</p> <p>13 A. Yes.</p> <p>14 Q. Do you remember who told you what route</p> <p>15 you were assigned?</p> <p>16 A. Mr. Dave Ziltz.</p> <p>17 Q. Mr. Dave Ziltz?</p> <p>18 A. Yes.</p> <p>19 Q. Do you remember what route you were</p> <p>20 assigned to?</p> <p>21 A. They call it Geneva route.</p> <p>22 Q. Could you briefly describe that route?</p> <p>23 A. That is part of the Geneva, South</p> <p>24 Geneva. And I was on my way, halfway there, when</p>	<p>1 A. Industrial route and residential.</p> <p>2 Q. And you indicated that you were pulled</p> <p>3 over and told you were being transferred to Route</p> <p>4 59. Route 59, could you describe that for us?</p> <p>5 A. Route 59, that's the west and south</p> <p>6 of -- I'm sorry, east side of Aurora and south.</p> <p>7 Q. Do you know why this route change</p> <p>8 occurred?</p> <p>9 A. I don't know.</p> <p>10 Q. So you pull over. What happens?</p> <p>11 A. I pull over and wait for the other</p> <p>12 driver to arrive with Route 59 truck. We switch</p> <p>13 trucks and I went on.</p> <p>14 Q. Did you give this other driver your</p> <p>15 truck and he took yours?</p> <p>16 A. Yes.</p> <p>17 Q. You took yours, he took yours?</p> <p>18 A. Yes.</p> <p>19 Q. You exchanged trucks. Who was the</p> <p>20 other driver?</p> <p>21 A. I believe his name is Murjo Montgomery.</p> <p>22 Q. Montgomery?</p> <p>23 A. Yes. M-u-r-i-o.</p> <p>24 Q. I'd like to take you back a little bit,</p>

13 (Pages 49 to 52)

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<p>1 Mr. Andreu. The Geneva route that you were</p> <p>2 initially assigned to, had you driven that route</p> <p>3 before?</p> <p>4 A. Yes.</p> <p>5 Q. Had you driven the Route 59 route</p> <p>6 before?</p> <p>7 A. Yes.</p> <p>8 Q. About how many times prior to that day</p> <p>9 had you driven the Geneva route?</p> <p>10 A. I don't recall.</p> <p>11 Q. Would it be fair to say more than 10?</p> <p>12 A. Yes.</p> <p>13 Q. How many times prior to that day had</p> <p>14 you driven the Route 59 route?</p> <p>15 A. Many times.</p> <p>16 Q. Is it fair to say you had more</p> <p>17 experience on the Route 59 route than the Geneva</p> <p>18 route?</p> <p>19 A. I don't know.</p> <p>20 Q. Possibly, but you're not sure?</p> <p>21 A. Not sure.</p> <p>22 Q. Now, before leaving that day and before</p> <p>23 the exchange of trucks and all that, had you</p> <p>24 spoken to anyone about being assigned to the</p>	<p>1 You say you opened the door. Which</p> <p>2 door did you open, the door at the back of the</p> <p>3 vehicle?</p> <p>4 A. They call overhead door the back of the</p> <p>5 vehicle.</p> <p>6 Q. So you got out of the package car, went</p> <p>7 around to the back of it and opened the, I think</p> <p>8 what most of us would think was the main doors of</p> <p>9 the package area?</p> <p>10 A. This opens up.</p> <p>11 Q. It opens from the bottom and it slides</p> <p>12 up, correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay.</p> <p>15 A. And the truck was full of packages,</p> <p>16 full to the top. So the package was right on top</p> <p>17 of -- on top of the truck.</p> <p>18 Q. When you say it was on top, this</p> <p>19 package, was it on a shelf, was it on other</p> <p>20 packages, if you know?</p> <p>21 A. Yes, on top of the other packages.</p> <p>22 They pile packages like this (indicating).</p> <p>23 Q. And I think you said this was your</p> <p>24 first stop of the day, correct?</p>
Page 54	Page 56
<p>1 Geneva route?</p> <p>2 A. I don't remember.</p> <p>3 Q. Did you talk to anyone about being</p> <p>4 unhappy about being assigned to the Geneva route?</p> <p>5 A. I don't remember.</p> <p>6 Q. So you make the exchange with</p> <p>7 Mr. Montgomery. You take his vehicle, he takes</p> <p>8 yours. You drive towards your various routes.</p> <p>9 You towards the Route 59 route and him towards the</p> <p>10 Geneva route. What happens?</p> <p>11 A. I got to my first stop. And I opened</p> <p>12 the door. The truck was full to the top. And</p> <p>13 this large package fall down. And I hold it like</p> <p>14 that (indicating). And I push it up and --</p> <p>15 Q. I'm sorry. Were you done, sir?</p> <p>16 A. No. I thought you say --</p> <p>17 Q. I stopped myself. I apologize.</p> <p>18 A. I push it up. And I heard my back</p> <p>19 crack and I felt pain, sharp pain. I call in. I</p> <p>20 call in the center. They told me to wait for a</p> <p>21 supervisor to come over.</p> <p>22 Q. If I could stop you just for one</p> <p>23 second. I just have some questions about what</p> <p>24 you've already told us.</p>	<p>1 A. Yes.</p> <p>2 Q. Where was this?</p> <p>3 A. I don't remember.</p> <p>4 Q. Were you about to make an air delivery?</p> <p>5 A. Yes.</p> <p>6 Q. Had you done any setup of any of your</p> <p>7 air deliveries or any of your packages yet?</p> <p>8 A. No.</p> <p>9 Q. Mr. Andreu, when you were describing</p> <p>10 what happened to us, I think you made a gesture,</p> <p>11 and I don't think you described it. I think you</p> <p>12 indicated that the package fell, and I think you</p> <p>13 said you stopped it and you held your arms up in</p> <p>14 the air and your hands were above your head, is</p> <p>15 that correct?</p> <p>16 A. (No response).</p> <p>17 Q. You stopped the package above your</p> <p>18 head?</p> <p>19 A. Yes.</p> <p>20 Q. And did you feel the -- again, correct</p> <p>21 me if I'm wrong. I thought you said you heard</p> <p>22 your back crack and felt a sharp pain. Is that</p> <p>23 when you pushed the package back?</p> <p>24 A. When I pushed it back, yes.</p>

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1 Q. Were you standing on the ground or were  
2 you standing on part of the vehicle?  
3 A. On the ground.  
4 Q. And thank you, sir. I just wanted to  
5 make sure we had that information.  
6 You indicated that you called in to the  
7 center and were told to wait for a supervisor,  
8 correct?  
9 A. They said, "Make the airs and then  
10 we'll" -- "call us back. Let us know where you  
11 are so you can meet the supervisor."  
12 Q. Let's, again, maybe back up just a  
13 moment. If you would look at paragraph 10 of your  
14 complaint. Do you see where I'm referring to,  
15 sir? Paragraph 10. Paragraph 10 reads:  
16 "He immediately called into UPS and  
17 reported the work accident and his resulting back  
18 injuries."  
19 Is that correct?  
20 A. Yes.  
21 Q. I'll just kind of step back to this.  
22 Did you do that? Did you call UPS immediately?  
23 A. Yes.  
24 Q. Who did you call?

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1 A. I don't remember who I talked to.  
2 Q. Did you call a direct number or general  
3 number? Strike that.  
4 Did you call the Aurora Center?  
5 A. Yes.  
6 Q. And you don't remember who you spoke  
7 to?  
8 A. I believe her name is Amanda.  
9 Q. Do you remember Amanda's position?  
10 A. No.  
11 Q. How did you call in, sir? Did you call  
12 in from a phone booth, did you go to somebody's  
13 house, a cell phone?  
14 A. A phone.  
15 Q. Excuse me, sir?  
16 A. A phone.  
17 Q. A phone?  
18 A. Yes.  
19 Q. But --  
20 A. My cell phone.  
21 Q. Your cell phone. Okay.  
22 A. Yes.  
23 Q. Do you remember what time of morning  
24 this was? And I'm assuming it was morning, since

1 it was your first stop.  
2 A. I don't remember exactly.  
3 Q. Now, I bring you back to where you were  
4 a moment ago. You believe you spoke to Amanda?  
5 A. Yes.  
6 Q. And I may not have asked this. Do you  
7 know what Amanda's position was with UPS?  
8 A. I don't know.  
9 Q. And I apologize. I couldn't remember  
10 if I asked you.  
11 What did you say to her and what did  
12 she say to you?  
13 A. I told her exactly what I just said.  
14 Q. As in you described what happened as  
15 you described it to us today?  
16 A. Yes.  
17 Q. And did she respond?  
18 A. Yes.  
19 Q. And how did she respond?  
20 A. She said, "Do the airs and call us back  
21 so the supervisor can meet you."  
22 Q. So she told you to do the air packages?  
23 A. Yes.  
24 Q. How many air packages did you have that

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1 morning, if you remember?  
2 A. I don't remember.  
3 Q. Did you respond to her when she told  
4 you to do the airs and call us back?  
5 A. I was talking to her on the phone.  
6 Q. I understand that. What did you say to  
7 her?  
8 A. I did what she told me to do.  
9 Q. But did you say anything else to her  
10 after she told you to do the airs and call them  
11 back?  
12 A. Don't remember.  
13 Q. Do you remember anything else about the  
14 conversation, either anything else you said or  
15 anything else that this person Amanda may have  
16 said?  
17 A. No.  
18 Q. So I think you've already indicated you  
19 then went and did the airs, correct?  
20 A. Right.  
21 Q. Any idea of how long that took you?  
22 A. I don't remember exactly.  
23 Q. When you completed the airs, did you  
24 call back in to the center?

15 (Pages 57 to 60)

Page 61	Page 63
<p>1 A. Yes.</p> <p>2 Q. And who did you talk to this time?</p> <p>3 A. I believe at that time I talked to</p> <p>4 Jill Schmidt.</p> <p>5 Q. Tell us about that conversation.</p> <p>6 A. She was aware of the situation. She</p> <p>7 told me to sit down and wait for a supervisor.</p> <p>8 Q. Did you tell her where you were?</p> <p>9 A. Yes.</p> <p>10 Q. Is there anything else that you told</p> <p>11 Miss Schmidt?</p> <p>12 A. Not that I recall. I might, I might</p> <p>13 not.</p> <p>14 Q. Do you recall anything that she told</p> <p>15 you?</p> <p>16 A. No.</p> <p>17 Q. So did you, in fact, sit down and wait</p> <p>18 for a supervisor?</p> <p>19 A. Yes.</p> <p>20 Q. If we look at paragraph 11 of the</p> <p>21 complaint, sir, at the bottom of page 3 -- excuse</p> <p>22 me -- page 2 it says:</p> <p>23 "Later in the day on January 24th,</p> <p>24 2005, one of Jose's supervisors, Dave Ziltz, met</p>	<p>1 Q. I'm sorry?</p> <p>2 A. The packages.</p> <p>3 Q. Is that what you were referring to</p> <p>4 earlier as setting them up?</p> <p>5 A. Yes.</p> <p>6 Q. At some point Mr. Ziltz arrives,</p> <p>7 correct?</p> <p>8 A. Yes.</p> <p>9 Q. Now, you indicate in your complaint</p> <p>10 that:</p> <p>11 "Upon meeting Jose out on his route,</p> <p>12 Mr. Ziltz stated to Jose that he believed Jose was</p> <p>13 lying about the work accident and/or related</p> <p>14 injuries, and faking his pain."</p> <p>15 Correct? That's what the complaint,</p> <p>16 says, correct?</p> <p>17 A. Yes. He come over and he started</p> <p>18 yelling at me. He said, "Mr. Andreu, you lying.</p> <p>19 You don't want to work." He said, "The girls in</p> <p>20 the office don't believe you, and I don't believe</p> <p>21 you either." He said, "You screwed up for the</p> <p>22 rest of the" -- "for the other drivers when</p> <p>23 somebody else get hurts." You screw up," he said.</p> <p>24 Q. Anything else?</p>
Page 62	Page 64
<p>1 Jose out on his route."</p> <p>2 Was Dave Ziltz the supervisor that came</p> <p>3 out and met you on the route --</p> <p>4 A. Yes.</p> <p>5 Q. -- as indicated in your complaint?</p> <p>6 Later in the day, about how long did</p> <p>7 you wait, if you recall?</p> <p>8 A. I don't recall. Maybe 45 minutes, an</p> <p>9 hour.</p> <p>10 Q. Do you remember what time -- I know you</p> <p>11 said 45 minutes to an hour wait. Do you remember</p> <p>12 what time Mr. Ziltz arrived?</p> <p>13 A. I don't remember exactly.</p> <p>14 Q. Approximately?</p> <p>15 A. No. I can't recall.</p> <p>16 Q. Was this before noon, afternoon?</p> <p>17 A. Before noon.</p> <p>18 Q. Do you know if you delivered all the</p> <p>19 next-day airs before 10:30 that day or if some</p> <p>20 were late?</p> <p>21 A. Some were late.</p> <p>22 Q. What did you do while you waited for</p> <p>23 Mr. Ziltz?</p> <p>24 A. I sorted out the truck.</p>	<p>1 A. He went on and on.</p> <p>2 Q. What did he go on and on saying?</p> <p>3 A. Saying that I did not want to work,</p> <p>4 that I was lazy, I didn't want to do the route and</p> <p>5 that I was lying about getting hurt.</p> <p>6 Q. Anything else?</p> <p>7 A. It might be more. I can't remember</p> <p>8 right now.</p> <p>9 Q. Anything that could refresh your</p> <p>10 recollection?</p> <p>11 A. I can't remember.</p> <p>12 Q. How did you respond to him?</p> <p>13 A. I told him that I wasn't lying and that</p> <p>14 I was hurt and that I was in pain. And he asked</p> <p>15 me if I can do the route all by myself, and I told</p> <p>16 him no. So he call Mike Ballu at that time. He</p> <p>17 came over and he went out with me to complete the</p> <p>18 route. I was driving, he was making deliveries.</p> <p>19 Q. Did you tell Mr. Ziltz that you</p> <p>20 couldn't do the route at all or that you wanted to</p> <p>21 go get medical treatment at that time?</p> <p>22 A. He asked me if I can drive. And I told</p> <p>23 him, "Yes, I can. I can drive. I think I can</p> <p>24 drive." He asked me to drive Mike Ballu because</p>

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1 he -- Mike Ballu did not know the route, to drive  
2 the route, and the end of the day, come to my  
3 office so we can report it to workmen's comp, and  
4 tomorrow morning, first thing, you go see the  
5 doctor. That's what I recall he tell me.

6 Q. But my question was did you tell him  
7 that you couldn't work or that you needed medical  
8 assistance at that point in time?

9 MR. COFFEY: Well, objection, form of the  
10 question.

11 Answer if you can.

12 BY MR. WATSON:

13 Q. Do you need me to rephrase the  
14 question?

15 A. I do what he told me to do.

16 Q. I understand that, sir. I'll break it  
17 down. Did you tell him you couldn't work?

18 A. No, I didn't.

19 Q. Did you tell him you needed immediate  
20 medical assistance?

21 A. No, I didn't. He asked me if I can  
22 drive the route.

23 Q. And you did complete the route that day  
24 with Mr. Ballu, correct?

1 A. I believe it close at seven.

2 Q. And we'll get back to what happened  
3 when you went back to the facility here in a  
4 second. But did you -- that night after leaving  
5 UPS, did you go to an emergency room or other  
6 health care provider that evening?

7 A. No.

8 Q. Mr. Andreu, you indicated that  
9 Mr. Ziltz asked you to come to his office, is that  
10 correct --

11 A. Yes.

12 Q. -- when you got in that evening?

13 A. Yes.

14 Q. Did you, in fact, do that?

15 A. Yes.

16 Q. Do you remember when that was?

17 A. The 24th.

18 Q. On January 24th, 2005?

19 A. Yes.

20 Q. What time of day?

21 A. What time?

22 Q. Yes, sir.

23 A. After we finish the route. And it was,  
24 I don't know, 7:30, 8:00.

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1 A. Yes.

2 Q. You driving and Mr. Ballu doing the  
3 deliveries?

4 A. Yes.

5 Q. You indicated a moment ago that  
6 Mr. Ziltz told you to come to his office at the  
7 end of the day?

8 A. Yes, to report the accident.

9 Q. What time did you finish up that  
10 evening?

11 A. I don't remember exactly, but it was  
12 late.

13 Q. After seven --

14 A. Seven, because I was feeling worse, the  
15 pain was worse, and I wanted to go to the clinic,  
16 but it was closed.

17 Q. Anytime during the day did you call in  
18 and say I'm feeling worse, I need to go to the  
19 doctor, I need to go to the clinic?

20 A. No, I didn't.

21 Q. We'll identify what I think you're  
22 referring to as the clinic here in a few minutes,  
23 I believe. But do you remember what time it  
24 closed?

1 Q. So you went to Mr. Ziltz' office. Was  
2 he there?

3 A. Yes.

4 Q. Tell us what happened.

5 A. Again, he ask me what happened. I told  
6 him. He was on the computer typing. And he ask  
7 me -- I believe he ask me my age, Social Security,  
8 all those questions. And he call it in at -- oh.  
9 He reported it by phone.

10 Q. When you say he reported it by phone --

11 A. He reported it by phone to workmen's  
12 comp.

13 Q. Would it be Liberty Mutual?

14 A. Yes.

15 Q. And if you know, is Liberty Mutual UPS'  
16 worker's compensation carrier at the time?

17 A. Yes. And they talked to me at the end  
18 on the phone and they gave me a claim number.

19 Q. When you say "they," who's they?

20 A. Liberty Mutual. I can't remember the  
21 person I talk to.

22 Q. And were you given that claim number in  
23 order to go to the doctor the next morning?

24 MR. COFFEY: Object to the form of the



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1 PRESENT:

2 THE COFFEY LAW OFFICE, P.C.,  
3 (1403 East Forest Avenue,  
4 Wheaton, Illinois 60187,  
5 630-534-6300), by:

6 MR. TIMOTHY J. COFFEY,  
7 appeared on behalf of the Plaintiff;

8  
9 QUARLES & BRADY,  
10 (Citicorp Center,  
11 500 West Madison Street, Suite 3700,  
12 Chicago, Illinois 60661), by:  
13 MR. D. SCOTT WATSON,  
14 appeared on behalf of the Defendant.

23 REPORTED BY: ZONA B. MILLER, C.S.R.  
24

1 time you had seen a doctor with regard to your  
2 January 24, 2005 injuries, correct?

3 A. Yes.

4 Q. You hadn't seen anybody the night  
5 before?

6 A. No.

7 Q. Let me show you what we'll mark as  
8 Andreu Exhibit 7.

9 (WHEREUPON, a certain document was  
10 marked Andreu Deposition  
11 Exhibit No. 7, for  
12 identification, as of 8/28/07.)

13 BY MR. WATSON:

14 Q. Mr. Andreu, do you recognize this?

15 A. Yes.

16 Q. What is this document, sir?

17 A. Not exactly sure, but I got a copy; one  
18 copy for me and one copy for Mr. Snyder,  
19 Kerri Snyder.

20 Q. When you say you got a copy, is this a  
21 document you received from Dr. Tesmond at the  
22 clinic on January 25, 2005?

23 A. Yes.

24 Q. Now, if you look at the -- by the way.

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1 JOSE ANDREU,  
2 called as a witness herein, having been previously  
3 duly sworn and having testified, was examined and  
4 testified further as follows:

5 EXAMINATION (Resumed)

6 BY MR. WATSON:

7 Q. Mr. Andreu, if you would look at  
8 paragraph 14 of your complaint, please. Look at  
9 page 3. Paragraph 14 indicates that you were  
10 examined on January 25, 2005 by UPS' physician,  
11 Dr. Anthony Tesmond, in connection with the  
12 injuries sustained from the work accident; is that  
13 correct, sir?

14 A. Yes.

15 Q. Now, my first question is: You state  
16 that Dr. Tesmond is UPS' physician. What's your  
17 basis for that?

18 A. UPS call -- they say, "Go to the  
19 clinic. See our doctor."

20 Q. "Go to the clinic. See our doctor."

21 Do you know if Dr. Tesmond is a UPS employee?

22 A. I have no idea.

23 Q. And I believe you already testified to  
24 this, but let me make sure. This is the first

1 I will just go ahead and ask this. Do you  
2 remember the name of the clinic?

3 A. I believe they call Addison Clinic.

4 Q. Do you remember where it is?

5 A. Not exactly address, but is on Grace  
6 Street, Grace Avenue.

7 Q. Grace? Oh, Grace?

8 A. Grace.

9 Q. If you look at the top right-hand  
10 corner of this document, sir, it indicates a time  
11 in at 7:33. Is that a.m.?

12 A. Yes.

13 Q. So you went in the morning before what  
14 would be your normal work shift, correct?

15 A. Yes.

16 Q. Now, as I look down a little further on  
17 this document, there's a section that says  
18 Diagnosis. Do you see where I'm referring to?  
19 About two-thirds of the way down the page, sir.

20 MR. COFFEY: Diagnosis, Scott?

21 MR. WATSON: Yes.

22 BY THE WITNESS:

23 A. Yes.

24 BY MR. WATSON:

20 (Pages 77 to 80)

<p style="text-align: right;">Page 81</p> <p>1 Q. And as I read this, I just want to make 2 sure we're on the same page, that diagnosis was a 3 low back strain? 4 A. That's what they put in there. 5 Q. And under Additional Comments -- I'll 6 read this. And I know it's doctor's writing, so 7 it's tough for all of us. But as I read this it 8 says, "Ice or Advil as directed." Do you read 9 that differently? 10 A. No. 11 Q. And towards the top of the page, 12 actually, about a quarter of the way down where it 13 says Disability Status, the box or line for None 14 is marked, correct? 15 A. Yes. 16 Q. So you weren't given any work 17 restrictions upon this initial visit? 18 A. No. 19 Q. And did you -- you said you were given 20 a copy for you and one for Kerri Snyder. Did you 21 give Mr. Snyder his copy? 22 A. Yes. 23 Q. Did you give it to him directly? 24 A. Yes.</p>	<p style="text-align: right;">Page 83</p> <p>1 BY MR. WATSON: 2 Q. The question, though, is is it 3 indicated anywhere on the form? 4 A. No. 5 Q. That's why I wanted to make sure. 6 He said take a couple of days off, ice 7 it out. And did he indicate that you could return 8 to work on January 27th or -- I see as the next 9 appointment January 27th. And I believe that was 10 the next day you actually worked. 11 A. I don't remember. 12 Q. You do -- strike that. 13 Well, let's look at paragraph 16 of 14 your complaint. 15 "Upon returning to work January 27th, 16 2005, Jose advised Dave Ziltz that he was still 17 experiencing back pain from the injuries he 18 sustained from the work accident." 19 Would you agree that's what paragraph 20 16 says, sir? 21 A. Yes. 22 Q. So you did return to work on 23 January 27th -- 24 A. Yes.</p>
<p style="text-align: right;">Page 82</p> <p>1 Q. Now, Mr. Andreu, according to paragraph 2 15 of your complaint, it indicates that you missed 3 work on January 25 and 26; that you didn't work 4 those days; is that correct? 5 A. I believe so. It was recommended by 6 the doctor. 7 Q. Is it recommended by the doctor, 8 though? Is that recommendation anywhere on this 9 form? 10 A. Yes, the verbal. 11 Q. Excuse me? 12 A. Verbal. He said take couple of days 13 off and ice it out. 14 THE COURT REPORTER: I'm sorry? 15 BY THE WITNESS: 16 A. Ice it out. 17 BY MR. WATSON: 18 Q. Take a couple of days off and ice it 19 out? 20 A. Yes. 21 MR. COFFEY: Was your final word "verbal"? 22 Just "verbal," is that what you said? 23 BY THE WITNESS: 24 A. Yes.</p>	<p style="text-align: right;">Page 84</p> <p>1 Q. -- 2005? 2 A. Yes. 3 Q. Now, on that date you didn't have 4 anything from a doctor saying that you couldn't 5 work, is that correct? 6 A. I don't remember. 7 Q. In fact -- well, in fact, you did work? 8 A. Yes. 9 Q. But you don't remember if you had 10 anything from a doctor that said you couldn't 11 work? 12 A. I don't remember. 13 Q. Do you recall having anything from a 14 doctor that in any way restricted your ability to 15 work? 16 A. No, I don't remember. 17 Q. You'd agree that the document that we 18 looked at that's Exhibit 7 in no way restricted 19 your return to work on January 27th or restricted 20 what you could do at work, is that correct? 21 A. Yes. 22 Q. Now, you indicate, Mr. Andreu, in 23 paragraph 16 that you advised Mr. Ziltz that 24 you're still experiencing pain, but you didn't</p>

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1 tell Mr. Ziltz you couldn't do the job as a  
2 package car driver, did you?  
3 A. No, I didn't.  
4 Q. And you'd been at this point in time a  
5 package car driver for some period of time, maybe  
6 a couple of years, year and a half, so you knew  
7 what the job entailed, correct?  
8 A. Yes.  
9 Q. If we look at paragraph 17, you  
10 indicate that in January and February 2005 you  
11 were examined several additional times by  
12 Dr. Tesmond and/or other physicians in his office  
13 in connection with the injuries he sustained from  
14 the work accident, correct?  
15 A. Yes.  
16 Q. Right now, I'm just interested in any  
17 of those visits prior to February 9th of 2005.  
18 Did any of those visits result in any doctor's  
19 orders or doctor's restrictions indicating that  
20 you couldn't work or you could only work with  
21 specific restrictions?  
22 A. No. He said take Advil four times a  
23 day and just keep working. And he ask me if I put  
24 you on light duty, you not going to make overtime.

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1 And I tell him that's correct.  
2 Q. Who is "he," the doctor?  
3 A. Doctor.  
4 Q. Dr. Tesmond?  
5 A. Right.  
6 Q. Did you see Dr. Tesmond each time prior  
7 to --  
8 A. No.  
9 Q. Do you remember what other doctor you  
10 may have seen?  
11 A. I can't remember.  
12 Q. If you would look at Exhibit 7 again, I  
13 think there's a list of doctors here. Do any of  
14 those names ring a bell?  
15 A. No.  
16 Q. Mr. Andreu, I'm going to ask you to  
17 look up on the page 3 of your complaint to  
18 paragraph 12. In paragraph 12 you claim that  
19 Mr. Ziltz repeated his assertions, I believe, that  
20 you were lying about the work incident and faking  
21 your pain, is that correct? That's essentially  
22 what paragraph 12 says?  
23 A. Yes.  
24 Q. Please identify every time you claim

1 this happened.  
2 A. It happen on February 9. After that, I  
3 don't remember exactly the date, but I was put on  
4 light duty at that time. And I was in the  
5 building. And he was telling Melissa Del Dotto  
6 that I didn't want to work and I was faking the  
7 pain.  
8 Q. You said February 9th. And then when  
9 did this happen when you were on light duty?  
10 A. I don't remember exactly the date, but  
11 it was in between -- between after February 9 and  
12 March 4.  
13 Q. After February 9, but before March 4?  
14 A. Yes. At one time he approach me when  
15 the -- they had the results from the MRI. And he  
16 approach me. And he approach me every time he  
17 know I was around. And he ask me what was my  
18 excuse now if you -- that the results came  
19 negative, if I was going to go back to work or if  
20 I was going to sit in the office and answer the  
21 phone. And this was between after February 9 and  
22 before March 4.  
23 Q. Do you know when that date was?  
24 A. I have -- I can't remember the date.

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1 Q. Do you remember when the MRI came back?  
2 A. No, I don't remember.  
3 Q. Any other occasions?  
4 A. It might be more. I can't remember  
5 right now.  
6 Q. Were there any occasions between  
7 January 24, 2005 and February 9, 2005; any in  
8 between in that time frame?  
9 A. Not that I remember right now.  
10 Q. Anything that would refresh your  
11 recollection?  
12 A. No.  
13 Q. For any of these occasions, I think you  
14 said he was telling Melissa Del Dotto on one  
15 occasion. On the other -- well, where were he and  
16 Melissa?  
17 A. They were in the building let's say by  
18 the dock where they load the trucks --  
19 THE COURT REPORTER: I'm sorry?  
20 BY THE WITNESS:  
21 A. -- or by the belt.  
22 BY MR. WATSON:  
23 Q. Excuse me?  
24 A. They call it a dock or belt where the

22 (Pages 85 to 88)



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1 packages come.  
 2 Q. Do you remember what time of day it  
 3 was?  
 4 A. It was early, because it was right  
 5 after all the trucks left.  
 6 Q. Was anyone else present?  
 7 A. I don't remember.  
 8 Q. Did you say anything to either  
 9 Mr. Ziltz or Miss Del Dotto?  
 10 A. No, sir.  
 11 Q. Now, this other occasion you mentioned  
 12 that he approached you and no one was around,  
 13 where were you when he approached you?  
 14 A. I was close to the office where they  
 15 have the phones.  
 16 Q. Close to the office where they have the  
 17 forms?  
 18 A. The phones.  
 19 Q. Oh, the phones?  
 20 A. Yes, where they answer the phones.  
 21 Q. Is that the office where they had the  
 22 phones in the Aurora Center?  
 23 A. Yes.  
 24 Q. Was this in an office, a hallway?

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1 A. Hallway.  
 2 Q. What time of day was it?  
 3 A. I don't remember.  
 4 Q. Morning, afternoon?  
 5 A. Afternoon.  
 6 Q. Anyone else present?  
 7 A. No.  
 8 Q. Did you respond in any way?  
 9 A. I said that, well, what was the  
 10 problem? That if you didn't like me, what was --  
 11 that I was hurt pretty bad and I couldn't -- at  
 12 that point, I was on sitting and lifting  
 13 restrictions. And sitting no more than 20 minutes  
 14 and lifting no more than 5 pounds. And I asked  
 15 him what was the problem. And he got mad, and he  
 16 turn around and left.  
 17 Q. Was there anything else to that  
 18 conversation?  
 19 A. It might be. I don't remember.  
 20 Q. Anything that would refresh your  
 21 recollection?  
 22 A. Not right now.  
 23 Q. You mentioned February 9 a second ago.  
 24 Let's go ahead and talk about February 9,

1 Mr. Andreu. Were you working for United Parcel  
 2 Service on that day?  
 3 A. Yes.  
 4 Q. And what route were you assigned to,  
 5 sir?  
 6 A. Route 59.  
 7 Q. Route 59?  
 8 A. Yes.  
 9 Q. Is that the same Route 59 that we  
 10 discussed with regard to January 24th?  
 11 A. Yes.  
 12 Q. And this was a route I think you  
 13 testified earlier you had done several times  
 14 previously, correct?  
 15 A. Many times.  
 16 Q. And who assigned you the route that  
 17 day?  
 18 A. Mr. Ziltz.  
 19 Q. You probably should clarify something.  
 20 When you say that Mr. Ziltz assigned you the  
 21 route, does that mean he told you to do that  
 22 route?  
 23 A. Yes.  
 24 Q. Do you know who actually made the

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1 decision as to who would do which route that day?  
 2 A. I have no idea.  
 3 Q. And that would also be the same answer  
 4 for previous times when I asked you about who  
 5 assigned routes?  
 6 A. Right.  
 7 Q. And you were okay to work as a package  
 8 car driver that day, correct?  
 9 A. Yes.  
 10 Q. You weren't working under any  
 11 restrictions at that point in time?  
 12 A. I was taking Advil four times a day  
 13 and...  
 14 Q. When you left the UPS facility that  
 15 day, do you remember how many packages you had on  
 16 your vehicle approximately?  
 17 A. No idea.  
 18 Q. About how many stops?  
 19 A. You can't count the stops in the  
 20 morning. The truck is full. You can't even walk  
 21 in there.  
 22 Q. Just so this is clear to other people  
 23 who may eventually read this transcript, I think  
 24 people understand how many packages. In UPS

23 (Pages 89 to 92)

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1 language, what's a stop?  
2 A. A stop is --  
3 MR. COFFEY: I'll just object to the form of  
4 the question.  
5 Answer if you can.  
6 BY THE WITNESS:  
7 A. Let's say I got a delivery for you.  
8 This one stop I got to make and complete.  
9 BY MR. WATSON:  
10 Q. So if you came to deliver to this  
11 office, this would be a stop?  
12 A. Yes.  
13 Q. And it's one stop regardless of whether  
14 there's one package or a hundred packages that  
15 you're delivering to this particular --  
16 A. Yes.  
17 Q. -- address, correct?  
18 A. Yes.  
19 Q. On that particular day, Mr. Andreu, did  
20 you receive any additional packages after you left  
21 in the morning? Was there a meet point at some  
22 time during the day where you received some  
23 additional packages?  
24 A. Yes.

1 Q. And you were contacted by UPS that day  
2 to do a pickup at Bernina?  
3 A. Yes.  
4 Q. What is Bernina?  
5 A. Is the name of a company.  
6 Q. Do you know what they do there?  
7 A. I have no idea.  
8 Q. Had you ever made a pickup at Bernina  
9 before?  
10 A. Yes.  
11 Q. About how many times?  
12 A. I don't remember.  
13 Q. More than five?  
14 A. I don't remember.  
15 Q. No idea, just you made it before?  
16 A. Yes.  
17 Q. It could be one, it could be 20 times  
18 before?  
19 A. I don't remember exactly how many  
20 times.  
21 Q. Do you remember approximately how many  
22 times?  
23 A. No.  
24 Q. When were you contacted about making

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1 Q. Do you remember about what time that  
2 was?  
3 A. After 12 -- maybe for between 12:30 and  
4 1:30. I'm not sure.  
5 Q. Was your vehicle full when you left?  
6 A. In the morning, yes.  
7 Q. And when you left that morning, at the  
8 time you left, did you have any scheduled pickups  
9 on that particular route that day?  
10 A. About five call tags.  
11 Q. And again, what's a call tag?  
12 A. A call tag is they give you a label  
13 with the address and you go pick up the package at  
14 that address. And when you pick up the package  
15 you put it on the package and you scan it and make  
16 a stop complete.  
17 Q. And again, are call tags kind of an  
18 everyday thing?  
19 A. Yes.  
20 Q. I hadn't asked you this earlier. Route  
21 59, could you describe where it is geographically,  
22 where it goes to?  
23 A. Is on the east side of Aurora and south  
24 side.

1 this pickup at Bernina?  
2 A. I believe it was around 3:00.  
3 Q. And what do you base that on?  
4 A. I'm sorry?  
5 Q. What do you base that on?  
6 A. At that time I had not taken lunch and  
7 I was hungry. I was planning to go and take  
8 lunch.  
9 Q. Anything else?  
10 A. Not that I can remember.  
11 Q. Excuse me, sir?  
12 A. I don't remember.  
13 Q. So you were contacted by UPS to make  
14 this pickup. Do you remember who contacted you?  
15 A. No idea.  
16 Q. How were you contacted?  
17 A. Through the DIAD board.  
18 Q. What's called an ODS message?  
19 A. ODS message, yes.  
20 Q. And what did the message say?  
21 A. Break your route and go pick up Bernina  
22 ASAP.  
23 Q. Break your route and go pick up Bernina  
24 ASAP?

24 (Pages 93 to 96)

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1 A. Yes.  
 2 Q. Do you remember if Bernina was a  
 3 time-sensitive pickup?  
 4 A. I don't know.  
 5 Q. What does break your route mean?  
 6 A. I guess it's stop doing what you doing  
 7 and go and get the pickup.  
 8 Q. How about ASAP?  
 9 A. As soon as possible, I believe.  
 10 Q. So you got that message through an ODS  
 11 text message, correct?  
 12 A. Yes.  
 13 Q. Did you respond?  
 14 A. Yes.  
 15 Q. And how did you respond?  
 16 A. That I wanted to take lunch. That at  
 17 that time I hadn't taken lunch yet and I had a lot  
 18 of stops left.  
 19 Q. Anything else?  
 20 A. Then I got another text message.  
 21 Q. Let's talk about this one first, your  
 22 response. You said you wanted to take lunch and  
 23 that you had a lot of stops left. Did you  
 24 actually say a lot of stops?

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1 A. Yes.  
 2 Q. You didn't say a number?  
 3 A. Yeah.  
 4 Q. Are you sure about that?  
 5 A. Yes.  
 6 Q. Did you testify differently in your  
 7 unemployment hearing?  
 8 A. I got another text message saying about  
 9 how many stops you got.  
 10 Q. So that was the next text message?  
 11 A. Yeah.  
 12 Q. Okay.  
 13 A. And I said I got 60 stops.  
 14 Q. Did your -- let me take them one at a  
 15 time. The message from UPS asked -- did it just  
 16 ask how many stops you have left?  
 17 A. I don't remember exactly.  
 18 Q. You're not sure if it said anything  
 19 else?  
 20 A. No, I'm not sure.  
 21 Q. Your response, did it just say about 60  
 22 stops left or did it say something else?  
 23 A. That I wanted to take a lunch and that  
 24 breaking the route was going to take me -- put me

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1 behind and I was going to come back late to the  
 2 building.  
 3 Q. And those are your recollections of the  
 4 exact words of your response?  
 5 A. I think so.  
 6 Q. So you think so. You're not positive.  
 7 But the best of your recollection, that's your  
 8 response?  
 9 A. Yes.  
 10 Q. Did you say late to the building or did  
 11 you say a time?  
 12 A. I think I say around 8:00.  
 13 Q. But you're not sure?  
 14 A. I'm not sure.  
 15 Q. Did your response say anything else?  
 16 A. I don't remember.  
 17 Q. Did you get any additional messages in  
 18 any form from UPS?  
 19 A. At one point I call in.  
 20 Q. Okay. Was that point the next message  
 21 or --  
 22 A. Yes.  
 23 Q. Before you had heard back from UPS?  
 24 A. Yes.

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1 Q. You call in?  
 2 A. Yes.  
 3 Q. When did you call in?  
 4 A. In between all these messages; call in  
 5 and I explain.  
 6 Q. But do you remember what time you  
 7 called in?  
 8 A. No, I don't remember.  
 9 Q. So you call in. Who did you talk to?  
 10 A. I don't remember who I talk to. At  
 11 that time I got -- the person I talked to say,  
 12 "Forget about it. Somebody else going to pick it  
 13 up."  
 14 Q. But you don't know who this person is?  
 15 A. No.  
 16 Q. Was there anything else in that  
 17 conversation?  
 18 A. Not that I remember.  
 19 Q. And you say you called -- I'm sorry.  
 20 A. It might be some. I can't remember  
 21 right now.  
 22 Q. You say you called in. Did you call in  
 23 on your cell phone?  
 24 A. Yes.

25 (Pages 97 to 100)

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1 Q. Were there any additional messages,  
2 either phone conversations, ODS messages?  
3 A. No, 'til much later. Said I got an ODS  
4 saying that go and meet Mr. David Ziltz at  
5 Bernina.  
6 Q. You said this was another ODS message?  
7 A. This was the last one.  
8 Q. You said this was not until much later.  
9 How much later?  
10 A. Might be around 4:20.  
11 Q. 4:20 p.m.?  
12 A. Yes.  
13 Q. Did you respond to that message?  
14 A. I don't recall.  
15 Q. About how much time are you claiming  
16 was between the phone call where you called in and  
17 the message you say you got at 4:20?  
18 A. I don't recall.  
19 Q. Can you approximate it?  
20 A. No. I can't remember.  
21 Q. What did you do after you called in?  
22 Did you take lunch?  
23 A. No.  
24 Q. So what did you do?

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1 A. I was making deliveries.  
2 Q. I want to make sure I understand this.  
3 You had ODS'd -- you had text messaged back that  
4 you wanted to take lunch when you were first asked  
5 about the Bernina pickup. You called and were  
6 told you don't have to make it and you didn't take  
7 your lunch?  
8 A. No.  
9 Q. Why not?  
10 A. There was no place around that area  
11 where I was.  
12 Q. Where were you?  
13 A. In Aurora, south Aurora.  
14 Q. Do you remember what street, what  
15 addresses?  
16 A. No. I don't remember.  
17 Q. How long were you entitled to for  
18 lunch?  
19 A. I believe an hour or 45 minutes' lunch,  
20 half an hour. I have 15-minute breaks.  
21 Q. We've gotten three different times. Do  
22 you remember which it was?  
23 A. We're entitled to an hour.  
24 Q. Is it an hour all at one time or is it

1 an hour of breaks during the day?  
2 A. That's what I explain. I believe 15  
3 minutes' break or 15-minute break and 45 minutes'  
4 lunch.  
5 Q. So a total of an hour, but it could be  
6 broken up into some segments?  
7 A. Yes.  
8 Q. So when you get this ODS message that  
9 you claim you got at 4:20, what did you do?  
10 A. I went to Bernina and meet Mr. Ziltz.  
11 Q. You went straight there?  
12 A. Yes.  
13 Q. What time did you get there?  
14 A. I believe it was 4:45, something like  
15 that.  
16 Q. So, again, just to make sure I  
17 understand your testimony on this, you don't know  
18 who you were getting these ODS messages from?  
19 A. No.  
20 Q. And you don't know who you talked to  
21 when you called in?  
22 A. No, I don't.  
23 Q. Was that the only phone call you made  
24 with regard to this series of conversations, this

1 series of messages?  
2 A. I think so.  
3 Q. Is it possible you called in a second  
4 time?  
5 A. I'm not sure.  
6 Q. When you say -- we already talked about  
7 the initial messages. When you say you got the  
8 last ODS message at 4:20 p.m., how do you know  
9 what time it was?  
10 A. I'm not sure.  
11 Q. When you say you arrived at Bernina  
12 about 4:45 or so, how do you know the time?  
13 A. I'm not sure.  
14 Q. Did you prepare any notes or memoranda  
15 or any kind of diary entries or anything right  
16 around February 9, 2005 that would have listed any  
17 of these times?  
18 A. I don't remember.  
19 Q. Have you given all of your documents  
20 that you're aware of in this case to your  
21 attorney?  
22 A. I think so.  
23 Q. Is there anything that you're not sure  
24 that you may not have given him?

26 (Pages 101 to 104)

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1 A. I believe I hand all the documents.  
 2 Q. You believe you gave all your documents  
 3 to your attorney?  
 4 A. Yeah, I believe so.  
 5 Q. Now, you indicated that you believe you  
 6 got to Bernina around 4:45?  
 7 A. Yes.  
 8 Q. What happened when you got there?  
 9 A. Mr. Ziltz was there. And he get out of  
 10 his truck. He approach my truck, the truck that I  
 11 was driving. He got in the truck and asked me for  
 12 the key to open the overhead door. He open the  
 13 overhead door. And by that time he was screaming  
 14 out of control saying that I was lying again and  
 15 that I lie before and that I was going to get  
 16 fired the next day. He told me, "You going to be  
 17 called into the office tomorrow morning and you  
 18 going to get fired because you lied to me." And I  
 19 was just sitting there in my seat. He was really  
 20 loud.  
 21 Q. Did he say what you were lying about?  
 22 A. He told me that I was lying about the  
 23 number of packages.  
 24 Q. You were lying about the number of

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1 packages...  
 2 A. In the truck.  
 3 Q. How many packages were in the truck at  
 4 the time?  
 5 A. I don't know.  
 6 Q. Do you know about?  
 7 A. I don't know.  
 8 Q. Do you know what Mr. Ziltz had been  
 9 told about how many packages you had claimed  
 10 earlier?  
 11 A. I don't know what they been told.  
 12 Q. You don't even know who you had  
 13 communicated with at UPS --  
 14 A. No.  
 15 Q. -- correct?  
 16 Where did this happen? Where did --  
 17 you say in Paragraph 21 that Mr. Ziltz met you on  
 18 your route. Where did he meet you, at Bernina?  
 19 A. Bernina.  
 20 Q. Was anybody else there?  
 21 A. No.  
 22 Q. When he said these things to you, how  
 23 did you respond?  
 24 A. I didn't say anything. I was sitting

1 in the driver's seat.  
 2 Q. Was anything else said?  
 3 A. Other than he stated that I was going  
 4 to get fired and he was very loud, I had no chance  
 5 to explain myself. At that time, I didn't take  
 6 lunch and I had few on-call air pickups to do,  
 7 also, and then make deliveries that they were  
 8 throwing in that truck that were going to another  
 9 route.  
 10 Q. My question was how did you respond?  
 11 You didn't say anything? Is that your response?  
 12 A. I didn't say anything.  
 13 Q. Did he say anything else?  
 14 A. Maybe some more. I can't remember  
 15 right now.  
 16 Q. Did you complete the pickup at Bernina?  
 17 A. Yes.  
 18 Q. So according to your testimony today  
 19 and your complaint, Mr. Ziltz told you you would  
 20 be fired?  
 21 A. Yes.  
 22 Q. Did he actually say fired?  
 23 A. Fired.  
 24 Q. He didn't say notice of termination

1 or --  
 2 A. Fired.  
 3 Q. What time did you return to the  
 4 facility that evening?  
 5 A. I'm not exactly sure. 7:30. Around  
 6 7:30. I'm not sure.  
 7 Q. Were you able to pick -- to complete  
 8 these additional deliveries and pickups that you  
 9 mentioned a moment ago?  
 10 A. Yes.  
 11 Q. And that included the Bernina pickup?  
 12 A. Yes.  
 13 Q. Did you take lunch?  
 14 A. I took 15 minutes' break at the end of  
 15 the route about.  
 16 MR. WATSON: Mark this 8.  
 17 (WHEREUPON, a certain document was  
 18 marked Andreu Deposition  
 19 Exhibit No. 8, for  
 20 identification, as of 8/28/07.)  
 21 BY MR. WATSON:  
 22 Q. Mr. Andreu, I have handed you what we  
 23 have marked as Andreu Exhibit 8. I'll ask you to  
 24 review it and let me know when you've had a chance

27 (Pages 105 to 108)



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<p>1 to do so. Do you recognize this document, sir?</p> <p>2 A. Yes.</p> <p>3 Q. What is this?</p> <p>4 A. I wrote it myself.</p> <p>5 Q. This is an -- I'll call it a note that</p> <p>6 you drafted?</p> <p>7 A. Yes.</p> <p>8 Q. Is that in your handwriting?</p> <p>9 A. Yes.</p> <p>10 Q. When did you prepare this, sir?</p> <p>11 A. After February 9. I can't remember</p> <p>12 exact date.</p> <p>13 Q. Did you prepare this at the same time</p> <p>14 that you prepared the similar note that we looked</p> <p>15 at earlier?</p> <p>16 MR. COFFEY: Exhibit 6?</p> <p>17 MR. WATSON: I think that's right. I just</p> <p>18 haven't spotted it yet.</p> <p>19 BY MR. WATSON:</p> <p>20 Q. Yes, Exhibit 6.</p> <p>21 A. I'm not sure.</p> <p>22 Q. You're not sure if you did it at the</p> <p>23 same time?</p> <p>24 A. I'm not sure.</p>	<p>1 A. Mr. David Ziltz.</p> <p>2 Q. When did Mr. Ziltz allegedly tell</p> <p>3 Mr. Mendez that you were going to get fired soon?</p> <p>4 A. I don't remember exactly. I had one</p> <p>5 conversation with Mr. Mendez after January 24 and</p> <p>6 after February 9, I had talked to him again.</p> <p>7 Q. Now, I'm not sure I understand that.</p> <p>8 You say you had a conversation with Mr. Mendez</p> <p>9 after January 24th and then you had a second</p> <p>10 conversation with him after February 9th?</p> <p>11 A. Yes.</p> <p>12 Q. Which of these -- during which of these</p> <p>13 conversations are you claiming that he told you</p> <p>14 that Mr. Ziltz said you were going to get fired</p> <p>15 soon?</p> <p>16 A. I don't remember.</p> <p>17 Q. You don't remember which one of those</p> <p>18 conversations he supposedly said that?</p> <p>19 A. No.</p> <p>20 Q. So it could have been after February</p> <p>21 9th?</p> <p>22 A. I don't remember.</p> <p>23 Q. Were you present when Mr. Ziltz</p> <p>24 supposedly said this to Mr. Mendez?</p>
Page 110	Page 112
<p>1 Q. And if I recall correctly, all you knew</p> <p>2 about Exhibit 6 is that you had drafted it</p> <p>3 sometime after February 9, and you really were not</p> <p>4 sure at all how much after, is that correct?</p> <p>5 A. Yes.</p> <p>6 Q. Did you draft Exhibit 8 at the request</p> <p>7 of Pam Treadwell as you did Exhibit 6?</p> <p>8 A. Yes.</p> <p>9 Q. Did you give a copy of it to</p> <p>10 Pam Treadwell or Cantu?</p> <p>11 A. I believe so.</p> <p>12 Q. But again, do you remember when you</p> <p>13 actually gave it to them?</p> <p>14 A. I can't remember.</p> <p>15 Q. Again, you don't remember if it was a</p> <p>16 couple of days after February 9th, several days</p> <p>17 after February 9th?</p> <p>18 A. I don't remember.</p> <p>19 Q. Now, in your note here in the last two</p> <p>20 lines: "He told a driver I was going to get fired</p> <p>21 soon." What driver?</p> <p>22 A. Mr. Mendez.</p> <p>23 Q. And who is the he? Who is it who told</p> <p>24 the driver you were going to get fired soon?</p>	<p>1 A. No.</p> <p>2 Q. This is something that Mr. Mendez</p> <p>3 supposedly told you?</p> <p>4 A. Yes.</p> <p>5 Q. Now, you claim that Mr. Ziltz told</p> <p>6 you -- I just want to make sure I get this</p> <p>7 right -- told you to go to the -- that you'd be</p> <p>8 called in the office the next day; something along</p> <p>9 those lines?</p> <p>10 A. Yes.</p> <p>11 Q. Were you called into the office the</p> <p>12 next day?</p> <p>13 A. Yes.</p> <p>14 Q. Who called you into the office?</p> <p>15 A. Pam Treadwell came to look for me. And</p> <p>16 she said, "They want to talk to you in the</p> <p>17 office."</p> <p>18 Q. Did she say who they were?</p> <p>19 A. She say, "Mr. Kerri Snyder want to talk</p> <p>20 to you in the office."</p> <p>21 Q. And who is Kerri Snider?</p> <p>22 A. Kerri Snyder, he was the -- I not</p> <p>23 exactly sure what his title. He was Mr. David</p> <p>24 Ziltz' boss.</p>

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<p>1 Q. Does it sound right to say that Kerri 2 Manager was the business manager of the Aurora 3 Center, sometimes called the center manager? 4 A. Center manager. I guess so. 5 Q. But you don't know for sure? 6 A. I'm not sure. 7 Q. So Miss Treadwell told you you needed 8 to go to the office? 9 A. Yes. 10 Q. And she was a union steward, correct? 11 A. Yes. 12 Q. And she was not a member of UPS 13 management that you know of? 14 A. Correct. 15 Q. I should say if you know. 16 A. No, she was a union steward. 17 Q. When did Miss Treadwell tell you this? 18 A. The next day. Sometime in the morning 19 between 8 and 10. I don't remember exactly the 20 time. 21 Q. When you say the next day, the day 22 after February 9th? 23 A. Yes. 24 Q. So sometime on February 10 --</p>	<p>1 Q. And she says, "You need to come and see 2 Kerri Snyder"? 3 A. Yes. And we walk together to the 4 office. 5 Q. Did you have any conversation with her 6 on the way -- on that trip to the office? 7 A. Very -- I don't remember. 8 Q. How long a walk was it from wherever 9 she met you to the office? 10 A. I don't remember. 11 Q. A minute? A minute walk? 12 A. I don't remember. 13 Q. Is it possible it was shorter? 14 A. I don't know. 15 Q. Is it possible -- you just don't know? 16 It could have been any amount of time; a short 17 amount of time -- 18 A. I don't remember. 19 Q. So you go with Miss Treadwell to 20 Mr. Snyder's office? 21 A. Yes. 22 Q. Who's there? 23 A. Mr. Snyder. 24 Q. Anyone else?</p>
Page 114	Page 116
<p>1 A. Yes. 2 Q. -- in the morning? 3 A. Yes. 4 Q. Before Miss Treadwell came to tell you 5 that you needed to go to the office to talk to 6 Mr. Snyder, had you spoken to her about the events 7 of the day before? 8 A. No. 9 Q. Did you have any conversation -- strike 10 that. Let me ask it this way. 11 Miss Treadwell comes and finds you. 12 Where does she find you? 13 A. I don't remember exactly where it was. 14 I was in the building, but don't remember exactly 15 where. 16 Q. When you say "in the building," you 17 mean the building in Addison, Illinois? 18 A. In the Aurora Center. 19 Q. You're in the Aurora Center, which is 20 part of UPS' Addison building, correct? 21 A. Yes. 22 Q. So she finds you somewhere in the 23 Aurora Center? 24 A. Yes.</p>	<p>1 A. No. 2 Q. Does Miss Treadwell accompany you to 3 the meeting? 4 A. Yes. 5 Q. And what happens? 6 A. Mr. Kerri Snyder ask me what happened 7 the night before, the day before. I told him what 8 happened. And he put me on notice of termination. 9 Q. When you say that Mr. Snyder asked you 10 what happened the day before and you told him what 11 happened, what all did you tell him? 12 A. I told him exactly what happens. 13 Q. As you described it here today? 14 A. Yes. 15 Q. Did you feel you got the chance to tell 16 him everything? 17 A. Yes. 18 Q. And you told him that Dave Ziltz had 19 yelled at you and called you a liar? 20 A. Yes. 21 Q. And after you had a chance to tell 22 Mr. Snyder everything he told you, you were being 23 on notice of termination, correct? 24 A. Yes.</p>

CONFIDENTIAL

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<p>1 A. I don't know.</p> <p>2 Q. Mr. Andreu, if you would look at</p> <p>3 paragraph 23 of your complaint also on page 4, it</p> <p>4 states that Kerri Snyder told you your employment</p> <p>5 was terminated effective immediately for being</p> <p>6 dishonest on February 9, 2005, and that occurred</p> <p>7 on March 4, 2005. Do you recall that?</p> <p>8 A. Yes.</p> <p>9 Q. Did you have a meeting with Mr. Snyder</p> <p>10 on March 4, 2005?</p> <p>11 A. Yes.</p> <p>12 Q. Where was that meeting?</p> <p>13 A. In his office.</p> <p>14 Q. Mr. Snyder's office?</p> <p>15 A. Yes.</p> <p>16 Q. Who attended that meeting?</p> <p>17 A. Rick Cantu and Steve Morenzi.</p> <p>18 Q. Mr. Cantu is your union representative?</p> <p>19 A. Yes.</p> <p>20 Q. And Steve Morenzi, is he another UPS</p> <p>21 supervisor?</p> <p>22 A. Yes.</p> <p>23 Q. About what time was that meeting?</p> <p>24 A. Early morning.</p>	<p>1 worry. Just go and take care of yourself and we</p> <p>2 get you your job back.</p> <p>3 Q. That's what Mr. Cantu said to you?</p> <p>4 A. Yes.</p> <p>5 Q. And this was after you left the</p> <p>6 meeting?</p> <p>7 A. Before the meeting.</p> <p>8 Q. Oh, before the meeting. Okay.</p> <p>9 Did Mr. Cantu say anything during the</p> <p>10 meeting with Mr. Snyder?</p> <p>11 A. No.</p> <p>12 Q. Did Mr. Cantu say anything to you after</p> <p>13 the meeting with Mr. Snyder?</p> <p>14 A. No. They walk me out of the building.</p> <p>15 Q. After March 4th, did you have any</p> <p>16 conversations with Ken Emanuelson of Teamsters</p> <p>17 Local 705 about your termination?</p> <p>18 A. Yes.</p> <p>19 Q. How many times did you speak with</p> <p>20 Mr. Emanuelson?</p> <p>21 A. I can't recall. Many times.</p> <p>22 Q. Many times?</p> <p>23 A. Yes.</p> <p>24 Q. Let me back that up. Did you speak</p>
Page 130	Page 132
<p>1 Q. First thing?</p> <p>2 A. 8:30 or so.</p> <p>3 Q. And how did you know you had to meet</p> <p>4 with Mr. Snyder on March 4th?</p> <p>5 A. I was scanning packages on one of the</p> <p>6 trucks. And Rick Cantu came over to the truck and</p> <p>7 he was, "You going to get fired today, but don't</p> <p>8 worry about it. We going to get your job back."</p> <p>9 And he said to follow him to Kerri's</p> <p>10 office. We went to the office, and Kerri was</p> <p>11 there by himself, and then they call Mr. Morenzi</p> <p>12 in. And Kerri Snyder told me that I was being</p> <p>13 terminated, to turn in my I.D., and he ask</p> <p>14 Steve Morenzi to walk me out of the building.</p> <p>15 Q. Did anybody else say anything else?</p> <p>16 A. No.</p> <p>17 Q. Did Mr. Snyder say anything else?</p> <p>18 A. I don't remember.</p> <p>19 Q. Did you say anything?</p> <p>20 A. No.</p> <p>21 Q. Was there any talk about a grievance?</p> <p>22 A. No.</p> <p>23 Q. Did Mr. Cantu say anything?</p> <p>24 A. When we were walking, he say, "Don't</p>	<p>1 with Mr. Emanuelson about being on notice of</p> <p>2 termination anytime between February 10th, 2005</p> <p>3 and March 4th, 2005?</p> <p>4 A. I don't remember.</p> <p>5 Q. Did you have any conversations with</p> <p>6 Mr. Cantu, Rick Cantu, between February 10th, 2005</p> <p>7 and March 4, 2005 about being -- about the notice</p> <p>8 of termination?</p> <p>9 A. I don't remember.</p> <p>10 Q. Anything that would refresh your</p> <p>11 recollection?</p> <p>12 A. I may have one conversation.</p> <p>13 Q. When was that conversation?</p> <p>14 A. I don't remember.</p> <p>15 Q. Do you remember where that conversation</p> <p>16 was?</p> <p>17 A. By the ice machine.</p> <p>18 Q. The ice machine in the Addison</p> <p>19 facility?</p> <p>20 A. In the Addison facility.</p> <p>21 Q. What was that conversation about?</p> <p>22 A. I don't remember exactly what it was.</p> <p>23 Q. Anyone else present?</p> <p>24 A. No.</p>

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1 Q. Was this equipment purchased since the  
2 beginning of the company or did you have it prior  
3 to?  
4 A. What there was purchased, one truck and  
5 one machine at the beginning of -- yeah.  
6 Q. When you --  
7 A. When we started the company.  
8 Q. Okay. When you started the company,  
9 you purchased one truck and one machine?  
10 A. Yes.  
11 Q. What kind of machine?  
12 A. It's called a chipper.  
13 Q. And the other equipment has been  
14 purchased subsequently?  
15 A. Little by little. One at a time. I'm  
16 sorry.  
17 Q. Your counsel asked you questions about  
18 the DIAD board at times and how those times on the  
19 DIAD board influenced your recollections. But all  
20 you have are those recollections, correct? You  
21 don't have any memos or anything from that time  
22 that states you got that first contact from UPS at  
23 3:00 p.m., is that correct?  
24 A. Correct.

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1 MR. WATSON: Nothing further.  
2 MR. COFFEY: Nothing further from me.  
3 MR. WATSON: Are you reserving signature?  
4 MR. COFFEY: I'll reserve signature.  
5 FURTHER DEPONENT SAITH NOT.  
6  
7  
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23  
24

1 IN THE UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF ILLINOIS  
3 EASTERN DIVISION  
4 JOSE ANDREU, )  
5 Plaintiff, )  
6 vs. )No. 07 C 00473  
7 UNITED PARCEL SERVICE )  
8 Defendant. )  
9 I hereby certify that I have read the  
10 foregoing transcript of my deposition given at the  
11 time and place aforesaid, consisting of Pages 1 to  
12 170, inclusive, and I do again subscribe and make  
13 oath that the same is a true, correct and complete  
14 transcript of my deposition so given as aforesaid,  
15 and includes changes, if any, so made by me.  
16  
17 JOSE ANDREU  
18  
19  
20 SUBSCRIBED AND SWORN TO  
21 before me this day  
22 of , A.D. 200 .  
23  
24 Notary Public

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1 STATE OF ILLINOIS )  
2 ) SS:  
3 COUNTY OF L A K E )  
4 I, ZONA B. MILLER, a Notary Public within  
5 and for the County of Lake, State of Illinois, and  
6 a Certified Shorthand Reporter of said state, do  
7 hereby certify:  
8 That previous to the commencement of  
9 the examination of the witness, the witness was  
10 duly sworn to testify the whole truth concerning  
11 the matters herein;  
12 That the foregoing deposition  
13 transcript was reported stenographically by me,  
14 was thereafter reduced to typewriting under my  
15 personal direction and constitutes a true record  
16 of the testimony given and the proceedings had;  
17 That the said deposition was taken  
18 before me at the time and place specified;  
19 That I am not a relative or employee or  
20 attorney or counsel, nor a relative or employee of  
21 such attorney or counsel for any of the parties  
22 hereto, nor interested directly or indirectly in  
23 the outcome of this action.  
24 IN WITNESS WHEREOF, I do hereunto set

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1 my hand and affix my seal of office at Chicago,  
2 Illinois, this 10th day of September, 2007.

3  
4 Notary Public, Lake County,  
5 Illinois.

6 My commission expires May 1, 2010.

7  
8  
9 C.S.R. Certificate No. 84-0428.  
10  
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24

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1 INDEX

2 WITNESS EXAMINATION

3 JOSE ANDREU

4 By Mr. Watson 3, 168

5 By Mr. Coffey 159  
6

7 EXHIBITS

8 NUMBER MARKED

9 Andreu Deposition Exhibit

10 No. 1 10

11 No. 2 15

12 No. 3 42

13 No. 4 44

14 No. 5 70

15 No. 6 72

16 No. 7 79

17 No. 8 108

18 No. 9 122

19 No. 10 123

20 No. 11 139

21 No. 12 140

22 No. 13 148

23 No. 14 156

24 No. 15 157

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FOR I.D. 8/28/07 128M

Jan 26 05 08:14a

p.3

FIRST VISIT

RECHECK

## PATIENT DISABILITY INFORMATION

PT NAME

Andrew Jones

DATE:

1-25-05

COMPANY NAME:

UPS

TIME IN:

7:33

TIME OUT:

8:20

ADDISON MEDICAL CENTER  
501 S. GRACE STREET  
ADDISON, IL 60101  
630-543-4040 FAX 630-543-1050

ANTHONY G. TESMOND, D.O.  
ADRIENNE BAKSINSKI, D.O.  
STEVEN HEADLEY, D.O.  
TED SUCHY, D.O.

## DISABILITY STATUS:

TOTAL \_\_\_\_\_ PARTIAL \_\_\_\_\_

NO \_\_\_\_\_ LIMITED \_\_\_\_\_

NONE

DISCHARGED \_\_\_\_\_

\_\_\_\_ LIFTING OVER \_\_\_\_\_ LBS.  
\_\_\_\_ STOOPING OR BENDING  
\_\_\_\_ STRENUOUS LABOR  
\_\_\_\_ OVERHEAD REACHING  
\_\_\_\_ CLIMBING STAIRS/LADDERS  
\_\_\_\_ REPETITIVE PUSHING/PULLING  
\_\_\_\_ PROLONGED STANDING/WALKING  
\_\_\_\_ OPERATING ON/NEAR MACHINERY

\_\_\_\_ DRIVING  
\_\_\_\_ WORK INVOLVING RAPID  
ACTION OR DECISION MAKING  
\_\_\_\_ CLERICAL WORK ONLY  
\_\_\_\_ SIT DOWN WORK ONLY  
\_\_\_\_ GROUND LEVEL WORK ONLY  
\_\_\_\_ AVOID CONTACT WITH \_\_\_\_\_  
\_\_\_\_ CONTINUE MEDICATION

NO USE OF \_\_\_\_\_ LIMITED USE OF \_\_\_\_\_

RIGHT \_\_\_\_\_ LEFT \_\_\_\_\_

HAND \_\_\_\_\_ ARM \_\_\_\_\_ FOOT \_\_\_\_\_ LEG \_\_\_\_\_

## DIAGNOSIS:

Low Back Strain

D.O./M.D.

## ADDITIONAL COMMENTS:

De 1012 Advil -  
as direct

## NEXT PHYSICIANS APPT:

1/27/05  
(OR SOONER IF NEEDED) will call to  
schedule time

## PHYSICAL THERAPY APPT:

DATE:

TIME:

PLEASE RETURN THIS FORM TO YOUR SUPERVISOR

UPS 0144